

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF RHODE ISLAND

- - - - -X
U.S. Bank N.A., as : 17-cv-00394-WES
Trustee for the :
Registered Holders of the :
Structured Asset :
Securities Corporation, :
Structured Asset : United States Courthouse
Investment Loan Trust, : Providence, Rhode Island
Mortgage Pass-Through :
Certificates, Series :
2003-BC11, :
Plaintiff, : Monday, April 18, 2022
:
vs. :
:
MASOUD SHAKOORI-NAMINY, :
et al., :
Defendants. :
- - - - -X

TRANSCRIPT OF CIVIL CAUSE FOR A BENCH TRIAL
BEFORE THE HONORABLE WILLIAM E. SMITH
UNITED STATES DISTRICT COURT JUDGE

A P P E A R A N C E S:

For the Plaintiff: SAMUEL C. BODURTHA, ESQ.
Hinshaw & Culbertson LLP
56 Exchange Terrace, 5th Floor
Providence, RI 02903
For the Defendants: JOHN B. ENNIS, ESQ.
1200 Reservoir Avenue
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Court Reporter: Lisa Schwam, CRR-RPR-RMR
One Exchange Terrace
Providence, RI 02903

1 (In open court)

2 18 APRIL 2022

3 (Time noted; 9:48 a.m.)

4 THE COURT: Good morning. We're here for
5 continuation in the trial of U.S. Bank vs.
6 Shakoori-Naminy. And you've already entered your
7 appearances so I think we're ready to proceed.

8 What's the order of business?

9 MR. BODURTHA: Your Honor, the plaintiff, U.S.
10 Bank, N.A., as Trustee calls Howard Handville,
11 corporate representative for PHH Mortgage.

12 THE COURT: Good morning, Mr. Handville.

13 I can see you there on the screen. Can you hear
14 me all right?

15 THE WITNESS: Yes, sir.

16 THE COURT: Okay. Very good. We're going to
17 get you sworn in by the clerk and we'll proceed with
18 your examination.

19 THE CLERK: Please raise your right hand.

20 HOWARD HANDVILLE, PLAINTIFF'S WITNESS, SWORN

21 THE CLERK: Please state your name and spell
22 your last name for the record.

23 THE WITNESS: My name is Howard Handville,
24 H-a-n-d-v-i-l-l-e.

25 THE COURT: All right. Thank you.

1 All right. Mr. Bodurtha, you may inquire.

2 MR. BODURTHA: Thank you, your Honor.

3 DIRECT EXAMINATION

4 BY MR. BODURTHA:

5 Q. Good morning, Mr. Handville. Can you hear me?

6 A. Yes, I can.

7 Q. Okay. The first thing I want to do, Mr.

8 Handville, as a housekeeping measure -- you and I have

9 discussed this in preparation -- I just want to run

10 through the exhibits that we're going to be reviewing

11 today because you have access to those exhibits, but we

12 can't screen share them from this courtroom to you,

13 okay?

14 A. I understand.

15 Q. So for today's testimony, will you confirm that

16 prior to the hearing, I sent you an electronic version

17 of all of U.S. Bank, N.A., as Trustee's proposed

18 exhibits?

19 A. Yes, I can confirm that.

20 Q. And will you confirm that you have access to

21 exhibits that are premarked A through JJ for

22 identification purposes available for review and

23 testimony today?

24 A. Bear with me while I double-check them.

25 Q. Okay.

1 A. Can you tell me which one JJ is.

2 Q. Of course. That was going to be a follow-up
3 question because this is a little bit tricky. Exhibit
4 JJ is an Excel spreadsheet titled
5 "4325-SAIL2003-BC11-MLS."

6 Do you have that document available?

7 A. I do.

8 Q. Okay. And I have provided the Court and my
9 brother with a copy of the same spreadsheet, and
10 obviously I'll let you know as we're going through
11 these when we get to each exhibit, okay?

12 A. Okay.

13 Q. Where do you work, Mr. Handville?

14 A. I work for Ocwen Financial Corporation.

15 Q. What is your position there?

16 A. Senior loan analyst.

17 Q. And what are the responsibilities, duties and
18 obligations of a senior loan analyst?

19 A. Senior loan analysts work primarily on litigated
20 loans. We work with our in-house counsel and our
21 outside counsel. We do research. We are assigned
22 loans to be the party that would be assigned for things
23 like trials or depositions or mediations.

24 We are also empowered to execute on behalf of
25 the servicing units and we are MERS certified so we can

1 execute on behalf of MERS Corporation as well.

2 Q. Does your work with Ocwen Financial include
3 reviewing records and recordkeeping systems on a daily
4 basis?

5 A. It does.

6 Q. How long have you worked for Ocwen?

7 A. Over 11 years.

8 Q. Where did you work prior to Ocwen?

9 A. I worked for a company called ABN AMRO Mortgage
10 Corporation.

11 Q. And how long did you work there?

12 A. I was with them for three years.

13 Q. Can you describe to the Court Ocwen Financial's
14 business.

15 A. Ocwen is the parent company of a number of
16 business units, one of which is PHH Mortgage which is a
17 mortgage loan servicer. They also have Liberty which
18 is an origination unit for mortgage loans. And they
19 also service reverse mortgages.

20 Q. What is the relationship between Ocwen Financial
21 Corporation and Ocwen Loan Servicing?

22 A. Ocwen Loan Servicing used to be owned by Ocwen
23 Financial Corporation.

24 Q. Okay. And when you say it used to be owned by
25 Ocwen Financial, what happened to Ocwen Loan Servicing,

1 to the best of your knowledge?

2 A. Ocwen Loan Servicing merged with PHH Mortgage. I
3 believe it was the third or fourth quarter of 2018.
4 And in 2019 the servicing transferred from Ocwen Loan
5 Servicing to PHH.

6 Q. Okay. So since 2019, can you tell the Court who
7 has -- what entity has provided servicing for mortgage
8 loans?

9 A. Ocwen Loan Servicing did it up until June 1.
10 Effective June 1 of 2019, it transferred to PHH.

11 Q. Will you describe the current relationship between
12 PHH and U.S. Bank, as Trustee, the plaintiff in this
13 case.

14 A. PHH services the loan for the trust.

15 Q. Okay. And what does it mean when you say that PHH
16 is the servicer for U.S. Bank, as Trustee?

17 A. As long as the loan remains active, a servicer
18 would be involved with the loan in order to administer
19 payments or provide information regarding interest
20 paid, yearend statements, escrow analysis, loans that
21 are in default. We maintain monthly inspections to
22 ensure that property hasn't been abandoned or vacated
23 or has any kind of code violations.

24 The servicing continues through such time as
25 either the loan is paid off or it's liquidated or

1 transferred to somebody else.

2 Q. Does PHH maintain records for loans that are owned
3 by trusts?

4 A. Yes.

5 Q. Does PHH maintain records for loans owned by the
6 trust that U.S. Bank services that is the plaintiff in
7 this case?

8 A. It does.

9 Q. Does PHH maintain records for the particular loan
10 at issue in this case owned by the trust?

11 MR. ENNIS: Objection, your Honor; foundation.

12 THE COURT: Well, he can answer the question.

13 You can ask him how he knows that and that will satisfy
14 the foundation.

15 Q. You can answer the question, Mr. Handville.

16 A. Yes.

17 Q. How do you know that PHH maintains records for the
18 loan at issue in this litigation?

19 A. The records that we have involve prior servicer
20 records and current servicer records which you can pull
21 up the loan on the servicing system to look at it which
22 is where the servicing action takes place. And you can
23 also look at image records of correspondence that have
24 been received or generated.

25 Q. Does PHH retain any records of the trust's

1 acquisition of the loan at issue in this case?

2 A. Yes.

3 Q. And how do you know that?

4 A. I've looked at the business records that we have
5 received and have verified that the loan is part of
6 that trust.

7 Q. In the 12 years or 11-plus years since you've
8 worked for Ocwen and PHH, has Ocwen acquired or merged
9 with any other companies in the business of mortgage
10 loan servicing?

11 A. Yes, there were several. Ocwen acquired and
12 merged with Litton. I think that's back in 2010. And
13 then Ocwen acquired servicing from One West Bank.
14 Ocwen acquired servicing for Homeward Residential which
15 was another merger. And Ocwen was the surviving
16 corporation out of that merger.

17 Q. Were you employed with Ocwen when the company
18 acquired Homeward?

19 A. Yes.

20 Q. Did you work as a loan analyst at that time?

21 A. Yes.

22 Q. Are you aware of whether Homeward had changed its
23 name prior to Ocwen's acquisition?

24 A. Yes. They used to be called American Home
25 Mortgage Servicing. We refer to them as AHMSI,

1 A-H-M-S-I.

2 Q. Are you aware whether Homeward's mortgage
3 servicing records were integrated into Ocwen's records?

4 MR. ENNIS: Objection, your Honor. To show
5 integration, the case of *U.S. Bank vs. Jones* requires
6 knowledge of the manner in which the records of the
7 prior servicer were verified and confirmed. And I
8 think to do that they have to demonstrate a foundation
9 for this question.

10 THE COURT: All right. Well, I'll leave it to
11 Mr. Bodurtha to do that. Go ahead.

12 Q. Mr. Handville, at the time Ocwen acquired
13 Homeward, are you aware of processes and systems
14 through which Homeward records were forwarded to Ocwen
15 Loan Servicing?

16 A. I am.

17 Q. And how did that occur? If you can explain this
18 to the Court.

19 A. The boarding process involved several phases. The
20 electronic phase as I call it, the first phase, is the
21 coordination of efforts between the two technology
22 groups on how they're going to transfer the
23 information, when and where they're going to transfer
24 the information and the metadata language of the data
25 that will be transferred. The acquiring servicer then

1 has a system where they send two reports, one about a
2 month before the transfer and one the day before the
3 transfer. The first report that's sent has all the
4 master data which is over 3500 data fields; everything
5 from the borrower's name, address, phone number,
6 socials, every little intimate bit of information
7 that's in a servicing platform.

8 They make sure that it will populate into the
9 new loan system. The new loan system, they create new
10 loan numbers so they can import the data into the
11 system. That report that's received 24 hours before
12 going live just picks up the differences, if any
13 payments have been made or if anything's changed
14 regarding escrow disbursements or anything like that,
15 so that we have the most up-to-date information. They
16 run everything through a series of spreadsheets to make
17 sure that there aren't any quality control issues for
18 the data that's received and the language of the data
19 so that it's placed into the system. So they do a data
20 mapping process.

21 When the loan is brought into the servicing
22 system, they run a test on it to make sure everything
23 works and then the loans go live. Once the loans go
24 live, there's a series of audits that are undertaken;
25 if the loan is in default or foreclosure. Timeline

1 foreclosure coordinators will go in and verify the due
2 dates, whether the loan has been --

3 Q. Mr. Handville, can I interrupt you for one second.
4 Do you think you can just slow down a little bit? Our
5 court reporter is having some difficulty transcribing
6 your testimony. Thank you.

7 A. I'm sorry. I understand.

8 Q. Can you start with the timeline, sir.

9 A. The timeline foreclosure coordinators will verify
10 the default date. They'll look at the notice of intent
11 or demand letters. They will also verify the
12 foreclosure firm that's handling it and make sure that
13 they have the proper information regarding the loan in
14 foreclosure default. Also the bankruptcy; so they'll
15 update the bankruptcy information.

16 Once the loan goes live, a series of audits take
17 place to make sure that the escrow information has been
18 imported properly. The escrow team will verify this
19 with the city or county. Same for the taxes.

20 The other phase is done by the investor
21 reporting group. They have a reconciliation specialist
22 go in and verify that the loan terms that have been set
23 up in the system comport with the balance that's been
24 sent over, the due dates, if we have the right term in
25 place, if a modification has been done, how that

1 changed the terms. So that's how they validate the
2 accuracy of the information that's been brought into
3 our servicing system.

4 Subsequent to that, like I said, the audits for
5 taxes and insurance take place. And the servicing
6 picks up at either a stage where the loan is current
7 and they just apply payments and administer escrows or
8 it's in foreclosure or bankruptcy and those different
9 business units will service the loan accordingly.

10 Q. Okay. So how about documents? Can you explain to
11 the Court how Ocwen received documents of loans from a
12 servicer such as Homeward that has merged into Ocwen?

13 MR. ENNIS: Objection. No specificity related
14 to this loan.

15 MR. BODURTHA: I'm asking him about documents in
16 general on a servicer acquisition and merger. I'll get
17 to the specific documents after that.

18 THE COURT: All right. Objection is overruled.

19 Q. You can answer, Mr. Handville.

20 A. Could you run the question by me again, I'm sorry.

21 Q. Sure. The question was if you could explain to
22 the Court how documents kept by a prior servicer were
23 transferred to Ocwen, for example, when Homeward merged
24 with Ocwen.

25 A. The documents that Ocwen received are transmitted

1 from the prior servicer. It's part of the data that
2 they transfer. They send these documents over.
3 They're imaged so they're electronic data transfers.
4 They are sorted out by our imaging team and placed into
5 a database associated strictly with that one loan
6 number for each individual loan that's boarded.

7 So they'll get copies of the collateral
8 documents which are the note, mortgage, title policy,
9 closing documents, HUD-1 settlement statements.
10 They'll get servicing-related correspondence, incoming,
11 outgoing correspondence. Sometimes we get copies
12 of -- if a matter has been in foreclosure, we'll get
13 the foreclosure pleadings and things like that. Copies
14 of the breach letters. Customer correspondence
15 regarding questions they may have or response letters.
16 We'll get monthly statements. We'll just get all kinds
17 of servicing documents from the prior servicer.

18 Q. And can you explain to the Court also how or
19 whether documents involving the trust's acquisition of
20 the loan are transferred over from a prior servicer;
21 for example, when Homeward merged with Ocwen, how the
22 investor acquisition documents are transferred.

23 MR. ENNIS: Objection, your Honor. There's no
24 demonstration for a foundation that they can
25 demonstrate the original creation of the documents of

1 this purported trust which ultimately seeks to get into
2 evidence. He's talking generalities of documents
3 coming in through Ocwen from Homeward Residential, but
4 that's ten years after the creation of any documents.

5 THE COURT: Well, I'm going to overrule the
6 objection and let you continue with laying the
7 foundation.

8 MR. BODURTHA: Thank you, your Honor.

9 Q. Mr. Handville, can you answer the question or do
10 you need me to rephrase that?

11 A. No, I can answer the question.

12 Q. Okay.

13 A. Normally, you're going to get them either from the
14 prior servicer on a disk or sometimes you get a CD that
15 was generated by the law firm. In this case, I
16 confirmed that we did receive a CD. I believe the
17 company's name was McKee Nelson; I may have that wrong.
18 And that is where the pooling and servicing agreement
19 and the trust agreements that we've been able to
20 produce were received.

21 Q. And Mr. Handville, how were you able to confirm
22 that Ocwen received a CD with the loan acquisition
23 documents?

24 A. I spoke with a person at PHH named Jolene
25 Stratton. I had some questions for her. We were

1 searching for some other documents. And after looking
2 through the SharePoint drive where these documents are
3 made available to staff, I reached out to her and she
4 confirmed that she had received the CD.

5 MR. ENNIS: Objection, your Honor; motion to
6 strike. He was asked how he did it, not what another
7 person told him. That would be hearsay.

8 THE COURT: Well, it is hearsay.

9 MR. BODURTHA: I'm happy to rephrase the
10 question and have Mr. Handville answer to his
11 understanding of how the documents were received.

12 THE COURT: Okay. That will be fine.

13 Q. Mr. Handville, do you have a present understanding
14 of how the documents particular to this loan were
15 received by Ocwen?

16 MR. ENNIS: Your Honor, at this point I think
17 there has to be a point made that in Mr. Handville's
18 deposition on April 7th --

19 THE COURT: You'll be able to cross-examine him
20 and if you want to use his deposition for a prior
21 inconsistent statement, you'll be able to do that. But
22 this is not the time for that.

23 All right. So proceed.

24 MR. BODURTHA: Thank you, your Honor.

25 Q. Do you need me to rephrase or restate the

1 question, Mr. Handville?

2 A. Please.

3 Q. Do you have an understanding of how the loan
4 acquisition documents were transferred to Ocwen when
5 Ocwen acquired Homeward?

6 MR. ENNIS: Objection; lack of foundation.

7 THE COURT: All right. Overruled. Just go
8 ahead.

9 THE WITNESS: It's my understanding that Ocwen
10 received a CD with the information on it.

11 Q. Okay. And once Ocwen received that CD, are you
12 aware of how the documents were treated or what
13 happened to them in the course of moving them into
14 Ocwen's systems?

15 A. The image of the documents were imported into a
16 SharePoint database which is published on the Ocwen
17 internet portal so that staff can go in and view them.

18 Q. That was going to be my next question. Who has
19 access to the SharePoint system?

20 A. To my knowledge, customer service would have
21 access to it, loan analysts have access to it, the
22 legal department has access to it. The investor
23 reporting group would have access to it. Most of the
24 people that service loans would have access to it
25 because in that same SharePoint directory they publish

1 a document, it's called a beneficiary matrix, and that
2 spells out the investor loan numbers and has the
3 information regarding how the trust is named. It's
4 sort of like a "foreclosed in the name of" template so
5 you can look up the loan in the servicing platform, you
6 can get the investor number. Then you go to this
7 database, and you can look up the investor information
8 that way.

9 Q. Okay. Just to put a fine point on my question,
10 what I was trying to understand is -- and here's the
11 question.

12 Is it fair to say that the SharePoint website is
13 an intranet site held by the company within which
14 company employees can access these trust acquisition
15 documents?

16 A. That is correct.

17 Q. Okay. To the best of your knowledge, the loan
18 acquisition documents that you've reviewed for this
19 trial were taken from a CD and placed into the
20 SharePoint website; is that accurate?

21 MR. ENNIS: Objection.

22 THE COURT: All right. If there's an objection,
23 it's overruled. Go ahead and answer that.

24 THE WITNESS: That's my understanding.

25 Q. And have you had the opportunity to review

1 Homeward Residential's servicing records for other
2 loans that Ocwen ended up servicing?

3 A. Yes.

4 Q. And for how many years have you reviewed Homeward
5 servicing records?

6 A. Well, since the merger. I'd have to go back and
7 look and see. I don't remember the exact date of the
8 merger.

9 Q. And have you had the opportunity to review
10 Homeward servicing records for mortgage loans that were
11 originated with Option One Mortgage Corporation?

12 A. Yes.

13 Q. So is it fair to say that this lawsuit is not the
14 first time you've reviewed Homeward servicing records?

15 A. Correct.

16 Q. And is it fair to say that this is not the first
17 time you've reviewed mortgage servicing records for a
18 loan that was originated with Option One?

19 A. I have seen other loans that way, yes.

20 Q. What is the relationship between Ocwen Financial
21 Corporation and PHH Mortgage?

22 A. PHH Mortgage is a subsidiary of Ocwen Financial
23 Corporation.

24 Q. Has Ocwen's business remained the same since
25 merging with PHH?

1 A. As far as servicing, yes.

2 Q. Okay. And when Ocwen Loan Servicing and PHH
3 merged, was there a transfer of records between Ocwen
4 and PHH?

5 A. Yes.

6 Q. And can you describe what records were
7 transferred.

8 A. The servicing records that Ocwen maintained and
9 all the data were transferred over to the -- from the
10 REAL Servicing mortgage platform to the MSP -- it's
11 called Black Knight LoanSphere MSP -- servicing
12 platform using the same type of boarding process I
13 described earlier. However, it was a little bit easier
14 in this case because at the time Ocwen and PHH merged,
15 Ocwen and PHH maintained two servicing systems so they
16 could easily compare the data that was boarded under
17 the new one directly from the data that was in the
18 prior system.

19 Q. And how about the documents? Can you explain to
20 the Court how the loan documents were transferred from
21 Ocwen to PHH.

22 A. Ocwen used to maintain the loan documents in an
23 image database called CIS which stands for customizable
24 imaging solutions. Subsequent to the servicing
25 transfer to PHH, those documents were imported into the

1 new document repository database which is called iDesk.
2 The record imaging people would sort them out and index
3 them with an identification such as collateral or HUD-1
4 or closing or acquisition or, you know, very broad
5 terminology for the type of document.

6 You just go in, pull the loan number up, brings
7 up all the images. And then you can scroll through the
8 images and click one and it will bring it up. And you
9 can print it or save it.

10 **Q.** Can you describe what steps you have taken to
11 review and familiarize yourself with the loan file at
12 issue in this litigation.

13 **A.** Yes. I looked at the business records, the
14 origination documents, the HUD-1, the closing
15 settlement statements, collateral file documents such
16 as the note, mortgage. I reviewed correspondence. I
17 reviewed escrow statements. Monthly statements.
18 Payment history records. I reviewed the foreclosure
19 complaint. I reviewed some bankruptcy documents. Of
20 course, counsel's petitions and pleadings as well as
21 responses to interrogatories. And the trust documents
22 that we have as part of the exhibits.

23 **Q.** Are all of the actions that you undertook that you
24 just explained, are those consistent with your job
25 duties as a loan analyst for PHH?

1 A. They are.

2 Q. And is it the normal and customary practice of PHH
3 to maintain the records you have reviewed in
4 preparation for today's testimony?

5 A. Yes, they are.

6 Q. Okay. Now, I want to turn your attention, I want
7 to talk about some of these systems in greater detail.

8 So I want to start with the loan level records,
9 okay?

10 A. Okay.

11 Q. Are there software systems that PHH utilizes to
12 keep and maintain loan level documents for the loans
13 that Ocwen services on behalf of these trusts?

14 A. Could you repeat that question.

15 Q. Are there software systems that Ocwen
16 keeps -- sorry. Strike that.

17 Are there software systems that Ocwen utilizes
18 to keep and maintain loan level documents for the loans
19 Ocwen services on behalf of trusts?

20 A. Yes. The loan level documents maintained by PHH
21 are in the iDesk application.

22 Q. Okay. Now, can you explain to the Court how you
23 go about accessing iDesk.

24 A. Yes. There's a link on my desktop, and I can
25 click that link and it will take me to the platform. I

1 can access MSP or I can select iDesk. Clicking on
2 iDesk brings it up, and then you just put the loan
3 number in and hit enter. And about a minute later you
4 have a list of documents to scroll through.

5 Q. Okay. How do you know the loan number that you're
6 going to enter into iDesk?

7 A. Well, I know it because I'm -- it's associated
8 with the matter that I'm working on. The loan number
9 is also available inside the MSP servicing platform.

10 Q. Okay. We'll get to MSP in a second, but just to
11 sort of close out the discussion of iDesk, what are the
12 documents that you were able to review on iDesk for a
13 particular loan?

14 A. I can view servicing-related correspondence,
15 monthly statements, escrow analysis, 1098 statements,
16 incoming and outgoing correspondence from a borrower or
17 their authorized representatives. I can view images of
18 bankruptcy documents that have been filed. Proof of
19 claims. Things like that. Discharge orders. I can
20 review the origination documents, settlement documents,
21 closing documents.

22 Basically, the documents received from the prior
23 servicer as well as the documents that have been
24 received or generated under the current servicing
25 watch.

1 Q. And do you regularly access iDesk to research and
2 review borrower documents as part of your job?

3 A. Yes. It's quite common.

4 Q. And did you access iDesk in order to review loan
5 documents for this case?

6 A. I did.

7 Q. And can you explain to the Court what documents
8 you were able to review as a result of a search on
9 iDesk?

10 A. I reviewed the origination documents, the closing,
11 the HUD-1. I reviewed the note and mortgage. There
12 were some underwriting documents in there. I reviewed
13 some bankruptcy-related documents. There was
14 modification. There were some image payment histories,
15 correspondence to the borrower. I think there was
16 correspondence to one of his attorneys regarding
17 escrows that had been established when payments were
18 late on taxes. That's largely what I reviewed.

19 Q. Okay. Has Ocwen always utilized iDesk to store
20 and keep borrower's loan level documents?

21 A. Once the loan transferred to PHH, that's where
22 they were retained. Before that when Ocwen was
23 servicing them under Ocwen Loan Servicing, they were
24 retained in the CIS database.

25 Q. Okay. Can you explain -- well, strike that.

1 Do you have experience in using CIS?

2 A. I did.

3 Q. And did you use CIS to review and research loan
4 documents prior to the PHH merger?

5 A. Yes.

6 Q. And to the best of your recollection, was CIS a
7 similar software system to iDesk?

8 A. Yes.

9 Q. In other words, were you able to research loan
10 level documents by loan number on the CIS system?

11 A. Yes.

12 Q. And if you reviewed -- strike that.

13 If you enter the loan number for a particular
14 loan, you would be able to pull up the same image files
15 that you used to pull up on iDesk, correct?

16 MR. ENNIS: Objection, your Honor; leading.

17 THE COURT: Overruled.

18 THE WITNESS: Correct.

19 Q. And is it your testimony that -- well, strike
20 that.

21 And how long do you know did Ocwen use the CIS
22 document system?

23 A. I don't know. It was in use when I came on board
24 in 2010.

25 Q. Okay. So when Homeward merged with Ocwen, was

1 Ocwen using the CIS imaging system?

2 A. Yes.

3 Q. And to the best of your recollection, were the
4 Homeward loan level documents transferred into the
5 Ocwen CIS system?

6 A. To my knowledge, all the business records were
7 transferred on all the loans, including the subject
8 loan.

9 Q. Did you have the opportunity to review this
10 particular loan on CIS?

11 A. No.

12 Q. Okay. The only place you could look for the loan
13 level documents would be on iDesk; is that true?

14 A. Correct.

15 Q. Okay. Now, Mr. Handville, let me turn to another
16 aspect of the loan.

17 Does Ocwen presently maintain a site that stores
18 all of the account and loan information for a
19 particular loan and for that borrower?

20 A. That information is in the servicing platform MSP.

21 Q. Okay. So I was just going to ask you that.

22 What is the name of the system that they use?

23 A. Black Knight MSP.

24 Q. And do you access MSP as part of your regular job
25 duties at PHH?

1 A. Yes.

2 Q. Can you explain to the Court how you can access
3 and search a loan on MSP.

4 A. Well, to access the loan in MSP you need the loan
5 number.

6 Q. Okay.

7 A. So you input the loan number. If you were going
8 to do a search, you would need the borrower's name, the
9 property address and the last four digits of the
10 social.

11 Q. Is it possible to search MSP by entering the
12 borrower's first and last name?

13 A. That's not enough information. You'd need more.

14 Q. So I think you testified earlier. What are the
15 other identifiers that you need to enter in order to
16 access MSP and review an account?

17 A. Well, if you didn't have the loan number and you
18 were doing a search, you would need the property
19 address and the last four digits of the borrower's
20 social security, as well as their first and last name.

21 Q. Okay. Did you search MSP for account information
22 of the borrower in this lawsuit?

23 A. I had the loan number; I didn't need to do a
24 search. But I did enter the loan number and access it
25 in MSP.

1 Q. Okay. And once you entered the loan number, what
2 information were you able to retrieve about the
3 borrower from MSP?

4 A. You can pull up information such as the due date,
5 the principal balance, who the investor is, document
6 custodian, things like that.

7 Q. And in this particular case, were you able to
8 identify the name of the investor by reviewing the
9 borrower's account on MSP?

10 MR. ENNIS: Objection; foundation. There hasn't
11 been a demonstration laid. Investor means the trust.
12 He hasn't provided a foundation for that. He's merely
13 reading from a record.

14 THE COURT: Well, he's testifying about what he
15 did so overruled. Go ahead.

16 THE WITNESS: Yes. In MSP I noted the investor
17 number that PHH assigns to the individual trust. I
18 went to the beneficiary matrix and entered that number
19 so I could get the information regarding the trust and
20 the power of attorney. And then from there I was able
21 to go into the SharePoint site using that investor
22 number to access the trust documents.

23 Q. Okay. So by reviewing the borrower's account on
24 MSP, were you able to locate an identifier or a number
25 that references U.S. Bank, as Trustee for the trust in

1 this case?

2 A. Yes.

3 Q. Okay. And were you also able to identify an
4 investor number that was assigned to this particular
5 investor?

6 A. Yes.

7 Q. And then were you able to use the investor name
8 and the investor number in order to crosscheck other
9 systems to confirm the investor?

10 A. I used the investor number to access the trust
11 documents.

12 Q. Were you also able to locate the loan number that
13 PHH assigns to the borrower's loan in this case?

14 A. Yes.

15 Q. And were you able to review the financial status
16 of the borrower's account by access to MSP?

17 A. Yes.

18 Q. Did Ocwen utilize MSP prior to the PHH merger?

19 A. No.

20 Q. Do you know what servicing system Ocwen used prior
21 to merging with PHH?

22 A. It was called REAL Servicing.

23 Q. And did you review REAL Servicing as part of your
24 regular job functions as a loan analyst?

25 A. Yes.

1 Q. And generally speaking, not talking about this
2 particular loan, but were you able to review the same
3 information about borrowers' loans that you now review
4 on MSP?

5 A. Yes.

6 Q. In other words, when Ocwen used REAL Servicing,
7 you had access to the borrower's account information,
8 loan number and other data; is that true?

9 A. Correct.

10 Q. And is it your understanding that the Homeward
11 Mortgage accounts and information was transferred over
12 to Ocwen's REAL Servicing system?

13 A. Correct.

14 MR. ENNIS: Objection; foundation.

15 THE COURT: All right. You can ask him how he
16 knows.

17 Q. Mr. Handville, do you know if Homeward's loan
18 information was boarded on to REAL Servicing?

19 A. Yes, it was.

20 Q. Can you describe the process through which loans
21 were boarded into REAL Servicing?

22 A. Yes. It's the same process I've described before.
23 The electronic information is transmitted ahead of
24 time. Once the loan information is received, we get an
25 update prior to the loan going live. Information is

1 boarded live. They run a test to make sure the
2 information populates properly with the new loan
3 numbers.

4 Then once the loan is boarded, the
5 reconciliation specialist from the investor reporting
6 group verifies the information regarding having the
7 loan set up properly with the proper due dates,
8 principal balances. They verify that by looking at the
9 original collateral documents, the note and mortgage,
10 to make sure the term has been set up properly, as well
11 as any other documents that would have affected that
12 such as a modification. And that way they verify the
13 information that's come in from the prior servicer.

14 And then they go through the regular audit
15 process for taxes and insurance and if the loan is in
16 bankruptcy or foreclosure, verifying that information
17 as well.

18 Q. And so Mr. Handville, in your experience, beyond
19 this loan, did you have experience in reviewing
20 Homeward loan files and loan account information once
21 the loans had been transferred to Ocwen?

22 A. Yes.

23 Q. And was that review that you undertook on the REAL
24 Servicing platform?

25 A. Yes.

1 Q. But now that Ocwen has merged with PHH, those
2 servicing information and records have been transferred
3 to MSP; is that accurate?

4 A. Yes.

5 Q. And while you were using REAL Servicing, is it
6 fair to say that you could locate the investor
7 information that you previously discussed in relation
8 to MSP?

9 A. Yes.

10 Q. And were you also able to crosscheck that investor
11 information with other servicing systems that Ocwen
12 maintained?

13 A. Yes.

14 Q. Did Ocwen maintain a SharePoint site before
15 merging with PHH?

16 A. Yes.

17 Q. And before merging with PHH, did you utilize that
18 same SharePoint site in order to locate investor loan
19 acquisition documents?

20 A. Yes.

21 Q. And did you review REAL Servicing on a regular
22 basis as part of your job duties at Ocwen?

23 A. Yes.

24 Q. And did you review Homeward Residential service
25 loans that had been transferred to Ocwen on the REAL

1 Servicing database as part of your job?

2 A. Yes.

3 Q. Okay. Now, Mr. Handville, does Ocwen presently
4 utilize a software system where you can access a
5 borrower's payment history and comments or notes
6 related to the borrower's loan?

7 A. Yes.

8 Q. Do you know the name of that system?

9 A. Outside of the servicing system itself, which has
10 screens that have that information, I can pull -- I can
11 run a report and print out a system that will
12 maintain -- it will play back all the comments and the
13 payment history. Whatever date specifications I put in
14 the software is called Web Direct.

15 Q. And Mr. Handville, do you know when Ocwen started
16 to utilize Web Direct?

17 A. It was when they merged with PHH. That's when
18 they began using it.

19 Q. Do you utilize Web Direct in the regular course of
20 your job functions as a loan analyst?

21 A. Yes.

22 Q. Did you access Web Direct in order to review
23 payment history and comments or notes related to this
24 borrower's loan?

25 A. I utilized the prior servicer history mainly,

1 although I did look at the comments and the notes after
2 the acquisition.

3 Q. Okay. Let's break this up into two questions.

4 What did you review in terms of prior servicing
5 history when you accessed Web Direct for the borrower's
6 loan?

7 A. No, no, no. I think you misunderstood.

8 Q. Sorry.

9 A. I looked at the payment history, the information
10 that we had imaged in CIS, and I did look at the
11 comments and notes from the time of the merger forward.
12 But most of the information I was looking at was in the
13 past, so I didn't really focus on the newer comments
14 and payment history information.

15 Q. Okay. Can you explain to the Court what
16 information you were able to maintain regarding the
17 borrower from Web Direct?

18 A. It verified the principal balance and the due
19 date, escrow balance, and the fees and charges that
20 have been assessed to the loan since it boarded.

21 Q. Okay. And has Ocwen always used the Web Direct
22 system?

23 A. No. We didn't start using that until the merger
24 with PHH.

25 Q. What system did Ocwen use prior to Web Direct?

1 A. It's called MicroStrategy.

2 Q. Okay. Now, in terms of Web Direct, how do you
3 perform a search for a loan?

4 A. You click on the link, opens it up. You put in
5 the loan number. And then you -- in Web Direct you
6 specify the date period. So you could select one year,
7 the last year, or you could go back further or you
8 could go back to infinity and it will just pick up
9 wherever the information that it has into it. And you
10 just ask it to print and it prints it out.

11 Q. Okay. And can you explain for the Court what
12 those printouts -- what information you're getting on
13 those printouts.

14 A. Well, for payment history information you're going
15 to get the principal balance. You're going to get a
16 heading at the top with the borrower's name and loan
17 information. And the payment history; just shows what
18 the balances are any given time, fees and costs
19 assessed to the loan, things like that.

20 The comments will show the date of the entry and
21 the substance of the entry. Say, if a borrower called
22 in and had a question about something, it would note
23 that in the comments. And so on and so forth.

24 Q. And Mr. Handville, were you able to pull a payment
25 history for the borrower's loan from Web Direct?

1 A. I did look at a payment history from Web Direct,
2 but there weren't any payments made on it so I didn't
3 really focus on it.

4 Q. Okay. Is the Web Direct software system one that
5 you use on a regular basis as part of your job at PHH?

6 A. Yes.

7 Q. Do you, Mr. Handville, have a recollection of how
8 you searched for loans on MicroStrategy?

9 A. MicroStrategy, you put the loan number in. As
10 long as you have the loan number, you can just enter
11 it.

12 Q. Is it fair to say, Mr. Handville, that the
13 MicroStrategy software system is similar to the Web
14 Direct system in terms of how you research loans?

15 A. In terms of how you research it and functionality,
16 it's very similar.

17 Q. That was going to be my follow-up. So is it fair
18 to say that the information you obtained from
19 MicroStrategy is similar to what you now obtain on Web
20 Direct?

21 MR. ENNIS: Objection. There's no suggestion
22 that he has searched this loan under MicroStrategy.

23 THE COURT: Overruled.

24 THE WITNESS: The functionality and the
25 information is largely the same.

1 Q. Okay. Were you able to review the borrower's
2 payment history on MicroStrategy?

3 A. I don't think I looked at MicroStrategy on that
4 because we had the payment history from the prior
5 servicer in printed form already.

6 Q. Okay. Do you know if payment histories from the
7 prior system were transferred over to the Web Direct
8 system?

9 A. I don't know. I don't recall.

10 Q. Okay. Are you able to search on Web Direct for
11 payment and comment histories before Ocwen merged with
12 PHH?

13 A. No. That system wasn't available to us before
14 then.

15 Q. Okay. So can you explain to the Court then how
16 you were able to review payment histories and comment
17 histories for events that occurred before the merger
18 between Ocwen and PHH?

19 A. Because that information was transferred from one
20 servicing platform to the other.

21 Q. Okay.

22 A. So the data is resident inside the servicing
23 platform.

24 Q. Okay. And were you able to review the borrower's
25 loan on -- sorry. Strike that.

1 THE COURT: I'm not sure I understand the last
2 two answers because you asked him if he could search
3 Web Direct for payment and comment history before the
4 merger and he said no.

5 MR. BODURTHA: Okay.

6 THE COURT: But then he said the information was
7 transferred from one platform to the next which would
8 imply that it's there, so could you get that clarified.

9 MR. BODURTHA: Yes. Let me see if I can clarify
10 that.

11 Q. Mr. Handville, can you clarify how the prior
12 payment history and prior comments from MicroStrategy
13 are accessible.

14 A. The payment information in MicroStrategy
15 incorporates the information resident in the prior
16 servicing platform REAL Servicing. The information in
17 Web Direct incorporates the data of the time of the
18 transfer from Ocwen Loan Servicing to PHH. So if I run
19 a payment history in MicroStrategy, it's going to start
20 around the time the loan boarded onto MSP. If I want
21 to look at the payment history before then, then I
22 would go to the MicroStrategy system to look at what
23 REAL Servicing had incorporated.

24 To clarify for the Court, I was answering that I
25 wouldn't be able to look at documents in Web Direct

1 before the merger, meaning, we did not have access to
2 that system before the merger.

3 THE COURT: I see. Okay.

4 Q. Do you still have access to MicroStrategy?

5 A. Yes.

6 Q. Okay. So if you wanted to review the payment
7 history for this loan prior to the merger, could you
8 access that payment history on MicroStrategy?

9 A. Yes.

10 Q. And did you access MicroStrategy to look at the
11 payment history for this borrower's loan before the
12 merger?

13 A. I don't recall if I did or not.

14 MR. BODURTHA: Okay. Did I clarify the point,
15 your Honor? I just want to make sure --

16 THE COURT: Yes, I think you did.

17 MR. BODURTHA: Okay. Thank you.

18 Q. Now, I want to go beyond the loan level and
19 borrower information with you, Mr. Handville. Does
20 Ocwen presently have a software system where you can
21 search for documents that show the investor's
22 acquisition of the loans that Ocwen services?

23 MR. ENNIS: Objection, your Honor. There's no
24 servicing by Ocwen.

25 MR. BODURTHA: Do you want me to rephrase and

1 make this clearer?

2 THE COURT: Yes. You can rephrase this.

3 Q. Mr. Handville, does PHH presently have a software
4 system where you can search for documents that show the
5 investor's acquisition of the loan that PHH services?

6 A. We have a SharePoint drive where these -- we call
7 them deal documents -- are maintained.

8 Q. Did you say "deal documents," Mr. Handville?

9 A. I did.

10 Q. Okay. Thank you.

11 And do you access the SharePoint site as part of
12 your regular job functions as a loan analyst?

13 A. Yes.

14 Q. When you access SharePoint, are you searching for
15 a particular borrower?

16 A. In some cases, yes.

17 Q. Okay. How do you search -- well, strike that.

18 Can you explain to the Court what types of
19 documents are kept within the SharePoint site?

20 A. Yes. The documents that would be in the
21 SharePoint drive, what we call the deal documents,
22 would be the -- not so much loan level information as
23 trust information. There would be trust-related
24 documents regarding the pooling and servicing agreement
25 as an example. Other trust documents that the trustee

1 has changed or some of the services changed. Sometimes
2 they had documents in there for changing out the
3 trustee's assignment and assumption and resignation
4 documents and things like that. Sometimes there are
5 acquisition-related documents regarding the placement
6 of the loans into the trust. And things like that.

7 Often, not always, but sometimes we get the
8 entire mortgage loan schedule unredacted. And if I
9 were to be looking specifically for a given loan, that
10 would be the reference I would use to determine if it
11 was included in the list of loans for the trust.

12 Q. Mr. Handville, when you access SharePoint, are you
13 able to initiate a document search?

14 A. Yes.

15 Q. How do you search for documents on the SharePoint
16 site?

17 A. In the SharePoint site they maintain a list of
18 investor numbers for each individual trust. The
19 investor number is also available in MSP so if I have
20 the investor number, then going into SharePoint I just
21 type the investor number, hit N and hit search and it
22 brings up the folder. Then I click on the folder and
23 review the contents.

24 Q. Okay. So I think you answered my next question,
25 but let's put a fine point on this.

1 How do you determine the investor number that
2 you're going to search on SharePoint?

3 A. It's in the servicing system. It's in MSP.

4 Q. Okay. Does the investor number include -- well,
5 strike that.

6 What part of MSP includes the investor number?

7 A. It's on the investor screen.

8 Q. Okay. And do you access a particular -- strike
9 that.

10 Is the screen that you're looking at associated
11 with an individual borrower's account?

12 A. The screen in MSP is in their loan records, so I
13 just go to the investor screen and it would display the
14 information. Then I would take that investor number
15 and go into SharePoint.

16 Q. Okay. So I've done this awkwardly, but just to
17 clarify this, is it your testimony that there is a
18 screen within MSP that when you enter the borrower's
19 information, you have the borrower up, that screen is
20 going to show investor information; is that true?

21 A. Correct.

22 Q. And did you actually search MSP for the borrower
23 in this case on the investor screen?

24 A. I did locate the investor information in the MSP
25 system for this loan.

1 Q. Okay. So once you had the investor information
2 from MSP, then did you move over to the SharePoint
3 system?

4 A. Yes.

5 Q. Okay. And so then when you took that information
6 from MSP and entered it into the SharePoint system,
7 were you able to locate trust -- what you called the
8 deal documents?

9 A. Yes.

10 Q. And did you review the deal documents that
11 establish the trust for which U.S. Bank serves as
12 trustee in this case?

13 A. Yes.

14 Q. And can you explain -- can you describe to the
15 Court the documents that you were able to locate on
16 SharePoint.

17 MR. ENNIS: Objection, your Honor. I think
18 they're talking about copies. I think they have to
19 first establish that there are original documents and
20 these documents, the copies that he reviewed, are
21 copies of an original document.

22 THE COURT: Well, I'm not sure that's correct,
23 but I'm going to overrule the objection and allow Mr.
24 Bodurtha to lay out the testimony and then we can argue
25 about whether it's admissible or not.

1 Go ahead.

2 MR. BODURTHA: Can you repeat the question I
3 just asked.

4 (Record read)

5 THE WITNESS: Yes. A number of these are marked
6 as exhibits. I was able to review the assignment and
7 assumption agreement, mortgage loan sale and assignment
8 agreement, the trust agreement, servicing agreement,
9 the mortgage loan schedule. There is something marked
10 "Notice of Resignation" and "Appointment of Trustee."
11 So those are the types of documents that we're able to
12 view in the SharePoint site.

13 Q. And Mr. Handville, were you able to compare the
14 documents held on the SharePoint website with the
15 documents that have been submitted as proposed exhibits
16 in this case?

17 A. I have.

18 Q. And when did you undertake that review?

19 A. I started prior to my deposition, and I finished,
20 I think it was, Friday afternoon I went in and verified
21 them.

22 Q. Okay. And is it your normal practice to review
23 deal documents on the SharePoint website as a loan
24 analyst for PHH?

25 A. Yes.

1 Q. And are all of the documents that have been
2 presented or at least identified as exhibits, are those
3 true and accurate copies of the documents that are held
4 within the SharePoint website?

5 A. Yes.

6 Q. I want to direct -- well, strike that.

7 Is it the normal and customary practice of PHH
8 to maintain documents that you refer to as the "deal
9 documents" on the SharePoint website?

10 A. It's very customary. That's why they created the
11 SharePoint site so it could be accessed.

12 Q. Do you know, Mr. Handville, when the SharePoint
13 website was created?

14 A. I do not.

15 Q. Has PHH, or prior to PHH Ocwen, utilized the
16 SharePoint website since you started working there?

17 A. Yes, I believe they started using SharePoint
18 sometime after I worked there, after I came on board.

19 Q. Is it your understanding that the deal documents
20 that were previously held by Homeward were transferred
21 into the SharePoint website?

22 A. Yes.

23 MR. ENNIS: Objection; lack of foundation.

24 THE COURT: Well, you can ask him how he knows.

25 Q. And Mr. Handville, can you explain to the Court

1 how you know that the deal documents were transferred
2 into the SharePoint website.

3 A. Because I can access them. They exist, therefore,
4 they are.

5 Q. Okay. Let me ask you about your understanding of
6 the CD that you testified about earlier.

7 Do you have an understanding of the process
8 through which the CD of documents was then transferred
9 into SharePoint?

10 MR. ENNIS: Objection, your Honor. On this one,
11 we have never been provided any information about this
12 CD either through the prior deposition of this witness
13 or the supplemental answers to interrogatories or the
14 supplemental production. This is the first time we
15 have heard about the existence of this document. And
16 that is highly prejudicial in light of the fact that
17 they waited until February 2nd to provide any documents
18 until trial to even mention the existence of this CD.

19 THE COURT: All right. Well, I'll let you
20 cross-examine on that and then I'll consider it, but
21 I'm going to allow the witness to answer the question.

22 So go ahead.

23 MR. BODURTHA: Thank you, your Honor.

24 Q. Can you answer the question, Mr. Handville?

25 A. It was mentioned to me that we had it in a

1 conversation I had with a staff member. That's the
2 only information I know about the CD.

3 Q. Okay. Now, I want to turn your attention to the
4 specific, what we'll call the deal documents, and we'll
5 try to go through these exhibits one by one with you.
6 I understand I can't show you my exhibits so I'm going
7 to refer to them by the letters that we assigned to
8 them for identification.

9 Are there documents on the SharePoint website
10 which reflect the deposit of the borrower's loan into
11 the 2003-BC11 trust?

12 MR. ENNIS: Objection; foundation, your Honor.
13 That's a fundamental question they're trying to
14 establish through a witness with no foundation.

15 THE COURT: Well, you can cross-examine on it,
16 but I think he's laid the foundation for this with all
17 of his prior testimony.

18 What exhibit are you referring to?

19 MR. BODURTHA: I'm going to start, your Honor,
20 with Exhibit II. It was a supplement that we submitted
21 last week, and I provided copies to your clerk. I
22 don't know if it's made it into your folder which is
23 rather large, and my apologies for that.

24 THE COURT: Yes, I have it.

25 MR. BODURTHA: Thank you.

1 Q. Now, let me ask you again, Mr. Handville. Are
2 there documents on SharePoint which reflect the deposit
3 of the borrower's loan into the 2003-BC11 trust?

4 A. Yes. The pooling and servicing agreement
5 establishes who the parties are involved with the trust
6 and the requirements to place the loans in the trust
7 and the documents associated with that.

8 Q. Okay. All right. You mentioned a pooling and
9 servicing agreement. Can you inform the -- are you
10 referring to a particular document that we identified
11 as an exhibit in this case?

12 A. I referred to that. It's commonly referred to as
13 a pooling and servicing agreement. In this case it's
14 referred to as the trust agreement dated 10-1-03.

15 Q. Okay. And if I can have you take a look at the
16 exhibit that's been marked for identification as II.
17 Can you take a look at that document.

18 A. That's the trust agreement I was referring to.

19 Q. Okay. Did you review Exhibit II against the
20 agreement that Ocwen keeps on the SharePoint system?

21 A. I did.

22 Q. Is Exhibit II a true and accurate copy of the
23 trust agreement kept within Ocwen's SharePoint system?

24 A. Yes.

25 Q. Okay. Now, is there another -- are you aware of

1 another version of this document that has been
2 submitted to the Court?

3 A. Under I believe it's listed as Exhibit J, there is
4 a servicing agreement dated 10-1-03.

5 Q. Okay. I think I may have confused you here. Let
6 me actually refer you, Mr. Handville, to Exhibit I if I
7 can.

8 A. I have it.

9 Q. All right. Now, looking at Exhibit I, have you
10 reviewed this document?

11 A. Yes.

12 Q. All right. Do you have an understanding of what
13 Exhibit I is?

14 A. It's as stated, a trust agreement dated 10-1-2003
15 for this particular trust.

16 Q. Okay. Is Exhibit I the same document as Exhibit
17 II?

18 A. Hang on a second. I have to compare them. Hang
19 on. They appear to be titled the same.

20 Q. Okay. Can you explain to the Court -- well,
21 strike that.

22 Do you have an understanding of what the
23 differences are between the two documents?

24 A. I believe Exhibit I is a -- I'm not sure I'm going
25 to say this right -- truncated version or an incomplete

1 version. I think it was -- didn't have all the same
2 pages that Exhibit II had. I believe that was what was
3 submitted prior to the deposition and came up during
4 the course of the deposition. And I think you
5 indicated that you sent it because it was smaller and
6 easier to open and read, as I recall.

7 Q. And if I turn your attention to the last few
8 pages, the last three pages of Exhibit I, are you
9 there?

10 A. Yes.

11 Q. And those pages include signatures; do they not?

12 A. Exhibit I displays electronic signatures.

13 Q. Okay. And are there also notations at the bottom
14 of the page that show a website? Do you see that on
15 Exhibit I?

16 A. Yes.

17 Q. In your experience as a loan analyst, have you
18 seen deal documents that were filed with the Securities
19 and Exchange Commission?

20 A. I have.

21 Q. Okay. And do you know whether it is possible to
22 search for these types of deal documents on the
23 Securities and Exchange Commission's EDGAR website?

24 A. It's my understanding that some of these documents
25 are searchable on their website.

1 Q. Do you have an understanding of why a trust
2 agreement like this would be placed onto the EDGAR
3 website?

4 A. Well, as I understand it, these trusts have to
5 register with the SEC and make available the documents.

6 Q. Okay. Do you know, Mr. Handville, if all of the
7 information contained within a trust agreement is
8 submitted to the SEC?

9 A. To my knowledge, they omit the mortgage loan
10 schedule. I mean, let me clarify that. It's my
11 understanding that the SEC does not make available for
12 searching the mortgage loan schedules.

13 Q. Okay. And if I -- strike that.

14 Is Exhibit I, this truncated agreement, is that
15 document kept within the SharePoint website?

16 A. No. I believe it's Exhibit II that we keep in the
17 SharePoint website.

18 Q. Okay. So let's turn your attention back to
19 Exhibit II.

20 Do you have an understanding of the particular
21 transaction that this trust agreement memorializes?

22 A. I'm familiar with the loans that were on the
23 mortgage loan schedule associated with this trust
24 agreement.

25 Q. Okay. Well, let me ask you this. Do you have an

1 understanding of the transaction that occurs as a
2 result of this trust agreement?

3 MR. ENNIS: Objection; foundation, your Honor.

4 THE COURT: Overruled.

5 THE WITNESS: I'm not sure I understand the
6 question. Could you repeat it.

7 Q. Do you have an understanding of the transaction
8 that occurred within this trust agreement?

9 A. The transactions that I think you're referring to
10 are the placement of a certain pool of loans in the
11 trust and the trust agreement stipulates how the
12 documents are to be transferred to them. It stipulates
13 who the parties are to the trust agreement. It
14 stipulates who the document custodians will be. And it
15 references the -- a lot of information regarding, you
16 know, the creation and declaration and registration and
17 a lot of distributions, allocations. It gets very,
18 very technically involved, but it basically speaks to
19 the creation and administration of the trust.

20 Q. Okay. And based upon your review of Exhibit II,
21 do you know who the depositor is in the trust
22 agreement?

23 A. Yes. The depositor is Structured Asset Securities
24 Corporation.

25 Q. Are you able to explain to the Court the role that

1 the depositor plays in the trust agreement?

2 A. The depositor basically purchased the loans from,
3 I believe in this case, Lehman Brothers and then they
4 placed them into this trust.

5 Q. Okay. And do you know from review of the trust
6 agreement the entity that served as trustee?

7 A. The original trustee was LaSalle Bank National
8 Association.

9 Q. Does the trust agreement identify the name of the
10 trust?

11 A. It does.

12 Q. What is the name of the trust in this trust
13 agreement?

14 A. Structured Asset Investment Loan Trust, Mortgage
15 Pass-Through Certificates, Series 2003-BC11.

16 Q. And Mr. Handville, do you know approximately how
17 many loans Structured Asset Securities Corporation
18 deposited into this trust?

19 MR. ENNIS: Objection; foundation. No testimony
20 about Structured Asset at all.

21 THE COURT: Overruled.

22 THE WITNESS: In looking at the mortgage loan
23 schedule, there was over 12,665 or 4 loans.

24 Q. Okay.

25 A. Well in excess of 12,000 loans in this trust.

1 Q. To the best of your knowledge, does the trust
2 agreement identify servicers who will serve the trust?

3 A. Yeah. At the time I believe it was Aurora.
4 Aurora Loan Services was the master servicer.

5 Q. Okay. Let me direct your attention to page 50 of
6 the trust agreement marked as Exhibit I. Just let me
7 know when you're there.

8 A. 50 of II?

9 Q. Yes.

10 A. I'm there.

11 Q. Okay. And you've reviewed this document, right?

12 A. Yes.

13 Q. And is there a defined term for servicers within
14 the trust agreement?

15 A. No, we just call it servicers.

16 Q. And you testified earlier that you thought the
17 servicer was Aurora Loan Servicers. Did you testify to
18 that earlier?

19 A. That is the master servicer, yes.

20 Q. Are there other servicers included within the
21 definition of servicer on page 50?

22 A. Yes, there are several. There's Aurora Loan
23 Services, Chase Manhattan Mortgage, Ocwen Federal Bank,
24 Option One Mortgage Corporation, Wells Fargo Home
25 Mortgage, Inc., and Wilshire Credit Corporation.

1 Q. Okay. Is it your understanding, Mr. Handville,
2 that the trust agreement will govern the relationship
3 between a servicer and the trust that owns the mortgage
4 loans?

5 A. It's my understanding.

6 Q. And is it your understanding from reviewing this
7 trust agreement that Option One Mortgage Corporation
8 was identified as one of the servicers to this trust?

9 A. Yes.

10 Q. Does Ocwen keep the trust agreement marked as
11 Exhibit II as part of its -- I'm sorry. Strike that.

12 Does PHH keep the trust agreement marked as
13 Exhibit II in the course of its regular business of
14 servicing mortgage loans?

15 A. Yes.

16 Q. Do you know when PHH received this trust
17 agreement?

18 A. No, I don't know specifically when.

19 Q. Okay. Do you know from whom PHH received this
20 trust agreement?

21 A. We would have received this from the prior
22 servicer.

23 Q. Okay. And who was the prior servicer?

24 A. Homeward Residential.

25 Q. Okay. How do you know that Ocwen would have

1 received this agreement from the prior servicer?

2 A. Because that's the responsibility of the prior
3 servicer to send the deal docs on the loans that are
4 service transferred.

5 Q. And to the best of your knowledge, has Ocwen
6 maintained this trust agreement in its business records
7 since merging with Homeward?

8 A. We've maintained it since we received it.

9 Q. Okay. And is Exhibit II a true and accurate copy
10 of the trust agreement that Ocwen -- PHH -- maintains
11 in its business records?

12 A. It is.

13 Q. Okay. Does the trust agreement marked as Exhibit
14 I define the mortgage loans that have been transferred?

15 A. I'm not sure what you mean by "define" them.

16 Q. Sorry. Let me see if I can direct your attention
17 to a page.

18 Looking at page 36 of Exhibit II. Let me know
19 when you're there, sir.

20 A. I have it.

21 Q. Okay. At the bottom of the page, there's a
22 defined term mortgage loan. Do you see that, Mr.
23 Handville?

24 A. I do.

25 Q. And does the defined term refer to a mortgage loan

1 schedule as amended from time to time?

2 A. It does.

3 Q. And is it your understanding that the mortgage
4 loan schedule provides a full and complete identity of
5 all loans owned by the trust?

6 MR. ENNIS: Objection; foundation, your Honor.

7 THE COURT: Overruled.

8 THE WITNESS: It's my understanding that it
9 would contain all the loans owned by the trust.

10 Q. Okay. Mr. Handville, do you have access to the
11 mortgage loan schedule for this particular trust?

12 A. Yes.

13 MR. ENNIS: Objection, your Honor. There's no
14 establishment that there is a mortgage loan schedule
15 for this trust based upon any evidence presented by
16 this witness.

17 THE COURT: All right. Well, he just asked him
18 the question. He testified yes. So you may continue.

19 Q. Mr. Handville, how were you able to access the
20 mortgage loan schedule for this particular trust?

21 A. I accessed it through the SharePoint website, the
22 SharePoint portal.

23 Q. Okay. So is it fair to say that by -- when you
24 enter the investor number, you can access both this
25 trust agreement and a mortgage loan schedule for this

1 trust agreement?

2 A. Yes.

3 Q. Okay. Now, you've reviewed all of the exhibits
4 that have been identified for this trial, and I want to
5 turn your attention quickly to Exhibit K. Let me know
6 when you're there.

7 A. I have it.

8 Q. Is Exhibit K a redacted version of the mortgage
9 loan schedule held within the SharePoint system?

10 A. It is.

11 Q. Is Exhibit K a true and accurate copy of one line
12 within the SharePoint system?

13 A. It is.

14 Q. Okay. But you would agree with me that there are
15 certain redactions within Exhibit K so that it does not
16 appear to be the entirety of a mortgage loan schedule?

17 A. That is correct.

18 Q. And just out of curiosity, can you tell the Court
19 why the plaintiff would redact information about this
20 particular loan and other information on this
21 spreadsheet?

22 A. I think the idea of redaction is to not put on
23 display information about other people's loans.

24 Q. Okay. Now, Mr. Handville, what I'm going to do
25 now is I'm going to load up what has been marked for

1 identification as Exhibit JJ, okay. Can you get there
2 with me.

3 A. I have it.

4 Q. Okay. Now, Mr. Handville, Exhibit JJ which has
5 been submitted to the Court and provided to opposing
6 counsel, includes much more information than what you
7 would look at in Exhibit K, right?

8 A. Thousands and thousands of lines of information.

9 Q. Okay. What is within, to the best of your
10 knowledge, the thousands and thousands of lines in
11 Exhibit JJ?

12 A. A bunch of other people's loans.

13 Q. Okay. That's a reasonable answer. And let me
14 just ask you to confirm this before we go any further.

15 What you're looking at in Exhibit JJ, is that
16 the mortgage loan schedule that Ocwen keeps and
17 maintains on the SharePoint website?

18 A. It is.

19 Q. Okay. And does Ocwen keep and maintain this
20 schedule as part of its regular and customary servicing
21 business?

22 A. It does.

23 Q. Do you know from whom Ocwen received this Excel
24 spreadsheet marked as Exhibit JJ?

25 A. We would have received this from the prior

1 servicer.

2 Q. Okay. And do you know who the prior servicer was?

3 A. Homeward Residential.

4 Q. And is it your understanding that when Ocwen
5 acquired Homeward, Homeward's servicing records
6 included this mortgage loan schedule?

7 MR. ENNIS: Objection; leading, your Honor.

8 THE COURT: Well, I'm allowing a little bit of
9 leading so overruled.

10 THE WITNESS: Yes.

11 Q. Okay. Now, if you look at the entirety of this
12 schedule, okay, the Excel spreadsheet, what are the
13 features within the schedule that identify the trust?

14 THE COURT: Just before you answer that
15 question, Exhibit JJ, I just have one page that says it
16 was filed under seal. I can't find the actual
17 document. Do you want me to have that?

18 MR. BODURTHA: Your Honor, I provided your clerk
19 with -- we talked about this. This is the thumb drive.

20 THE COURT: Okay. Well, let me just ask you
21 this. Do you need me to look at anything that he's
22 testifying about right now or is it just something I
23 can review later?

24 MR. BODURTHA: Well, there's going to be a bit
25 of a magic trick -- not a magic trick. I'm going to

1 show the Court and Mr. Handville is going to look with
2 me how we can identify the loan on the schedule. So it
3 may be of some use for you to have the actual schedule.

4 I did at your request create a demonstrative so
5 you could just look at this, although there's more
6 information we will go through. So it may be --

7 THE COURT: Let's go off the record for a
8 minute.

9 (Off-the-record discussion)

10 THE COURT: Let's take a ten-minute break.

11 (Recess taken)

12 BY MR. BODURTHA:

13 Q. Okay. Mr. Handville, before we took a break, we
14 were discussing the mortgage loan schedule. Are there
15 notations on the spreadsheet that identify the trust
16 that holds the loans on the schedule?

17 A. Can you hear me now?

18 Q. Yes.

19 A. Okay. The document has a tab -- it's a
20 spreadsheet so at the bottom it has a tab that
21 identifies BC11 WF closing file 10-30-03.

22 Q. Okay. Mr. Handville, what is your understanding
23 of the significance of those identifiers?

24 A. That specifies the specific trust which is
25 identified as 2003-BC11.

1 Q. Okay. Are there any other identifiers on the
2 spreadsheet for the particular trust?

3 A. Bear with me one second. On the column marked
4 "BY," it states "Buyer ID" and it says "Option One
5 2003-2."

6 Wait a second. That's not the right one here.

7 Q. Well, let me ask you this, Mr. Handville, if I
8 can. If you turn your attention to the very top of the
9 spreadsheet, okay. Are you there?

10 A. Yes.

11 Q. And where it says "4325-SAIL2003-BC11-MLS," do you
12 have an understanding of what that file number
13 signifies?

14 A. The SAIL2003-BC11 is referencing this trust.

15 Q. Okay.

16 A. The 4325 was Ocwen's investor number when they
17 were servicing the loan so that's why it's on there.

18 Q. Okay. And what about the initials "MLS"? What
19 does that mean to you?

20 A. Mortgage loan schedule.

21 Q. Okay. Now, if -- strike that.

22 How many loans are referenced in this particular
23 mortgage loan schedule?

24 A. There's 12,665 loans on this schedule.

25 Q. Okay. And Mr. Handville, are you able to search

1 for a particular loan within the schedule?

2 A. Yes.

3 Q. How would you go about searching for a particular
4 loan?

5 A. Well, under column A, "Loan ID," for example, I
6 would right click on that. Oh, wait a second. I would
7 hit the column A to highlight the entire column. Then
8 I would hit control F on my keyboard which brings up
9 the ability to find.

10 Q. Okay.

11 A. And then using the -- I think in this case it's
12 Exhibit I, copy of the adjustable rate note.

13 Q. Okay.

14 A. I would use the -- on the top right -- I think on
15 Exhibit I, the loan number and the servicing number
16 have been redacted, but you have the original with you
17 and it shows a loan number. So I would just type in
18 that loan number 38100 --

19 Q. Mr. Handville, can I stop you for one second?

20 A. Sure.

21 Q. Because I think you're referring to the wrong
22 exhibit, so let me see if I can direct you to Exhibit
23 C.

24 A. Exhibit C. All right. Bear with me.

25 Yes. Exhibit C is the redacted one. I'm sorry.

1 Q. Okay. So if you're looking at -- well, strike
2 that.

3 Do you have an unredacted version of Exhibit C
4 available to review?

5 A. I do.

6 Q. Okay. Now, what is it within Exhibit C that you
7 were able to use to identify the borrower's mortgage
8 loan on the mortgage loan schedule?

9 A. On Exhibit C, the loan number on the far left at
10 the top.

11 MR. BODURTHA: Okay. Your Honor, what I've put
12 on the ELMO is an unredacted version of Exhibit C.
13 It's actually the original promissory note.

14 MR. ENNIS: Objection, your Honor. He's
15 testifying.

16 MR. BODURTHA: I'm just explaining what I'm
17 doing for the Court.

18 THE COURT: Right. The objection is overruled.

19 Q. Now, Mr. Handville, in looking at the unredacted
20 promissory note, what is the number that you would use
21 in order to locate the loan on the mortgage loan
22 schedule?

23 A. I would use the loan number on the top left which
24 is 381006307.

25 Q. Okay. So if we were to type in that loan number

1 on the mortgage loan schedule, we should be able to
2 locate the particular loan in this case; is that
3 accurate?

4 A. Yes.

5 Q. And Mr. Handville, have you located that
6 particular loan -- strike that.

7 Have you located a loan based upon a search of
8 that loan number?

9 A. Yes.

10 Q. Can you inform the Court what the identifying
11 number is in column number 1.

12 A. 9771.

13 MR. BODURTHA: Your Honor, I don't know if this
14 is of any use to you, but you asked for it so I'm
15 giving it to you.

16 Q. What I'm showing the Court, Mr. Handville, is a
17 screenshot of the first few columns of 9771. So let me
18 ask you this.

19 By entering in the loan number that is listed on
20 the borrower's promissory note, you have located a loan
21 in the mortgage loan schedule that is under column 1,
22 number 9771; is that true?

23 A. Yes.

24 Q. Okay. Now, are there other identifying features
25 within the loan schedule for this particular loan?

1 A. There are a number of them. A secondary way to
2 search would be to go under column C, the SLOANID
3 column. On Exhibit C, there is a servicing number.

4 Q. Okay.

5 A. And you can type in that number which is
6 1138017-7. And it will also come up to that same line
7 9771 to identify that loan number.

8 Q. Okay. So there are two separate identifying
9 numbers on the borrower's promissory note that you can
10 use to access the borrower's loan on the mortgage loan
11 servicing schedule?

12 A. Correct.

13 Q. And does the mortgage loan servicing schedule also
14 include an original balance that was owed on the loan?

15 A. Yes. It shows the original loan balance was
16 \$315,400 on column D.

17 Q. Okay.

18 A. And that comports with the amount on the
19 promissory note.

20 Q. Okay. Let me turn your attention, Mr. Handville,
21 to column BN. Let me know when you're there.

22 A. I have it. Column BN is loan purpose category.

23 Q. What is listed as the purpose of the loan?

24 A. Cash-out refinance.

25 Q. Okay. So based upon that column, do you have an

1 understanding of what type of mortgage -- what was the
2 purpose of this mortgage loan?

3 A. Yes.

4 Q. And that purpose is?

5 A. Refinancing existing loan and take cash out.

6 Q. Okay. If I turn your attention to column CA. Let
7 me know when you're there.

8 A. CA, I have it. It's the originator column.

9 Q. Okay. Who is listed as the originator under
10 column CA?

11 A. Option One.

12 Q. Okay. Now, let me turn your attention to column
13 CC. Let me know when you're there.

14 A. I have it. That's the seller column. Identifies
15 Lehman Brothers Bank.

16 Q. Lehman Brothers is listed as the seller in column
17 CC, correct?

18 A. Correct.

19 Q. All right. Let me turn your attention to column
20 CJ. Let me know when you're there.

21 A. CJ, I have it. That's the column identified as
22 Custodian. It lists Wells Fargo Home Mortgage.

23 Q. Let me ask you this, Mr. Handville. Is there
24 another way to determine who is the custodian for the
25 trust?

1 A. The custodians are referenced within the trust
2 agreement itself.

3 Q. Do you know if Wells Fargo is listed as a
4 custodian within the trust agreement?

5 A. I believe they are, yes.

6 Q. Okay. Based upon your review of the mortgage loan
7 schedule, are you able to identify the borrower's loan
8 on this document?

9 A. Yes.

10 Q. And is it your testimony that the borrower's loan
11 is listed under 9771?

12 A. Line number 9771, yes.

13 Q. And based upon your review of the mortgage loan
14 schedule, is it your testimony today that the
15 borrower's loan is identified and included as a loan
16 that is deposited into the Structured Asset Investment
17 Loan Series 2003-BC11 trust?

18 MR. ENNIS: Objection, your Honor. He hasn't
19 established a foundation yet as to that testimony.

20 THE COURT: Overruled.

21 THE WITNESS: Yes.

22 MR. BODURTHA: Your Honor, at this time I'd like
23 to admit Exhibit K which is the redacted mortgage loan
24 schedule and Exhibit JJ which is the mortgage loan
25 schedule, in full. Exhibit J is admitted -- we're

1 asking to admit Exhibit J under seal because it
2 includes confidential borrower information for this
3 particular borrower and for all other borrowers in the
4 trust.

5 MR. ENNIS: Your Honor, there's been no
6 establishment that this document is a copy of an
7 original document. I would ask your Honor to defer any
8 ruling until cross-examination of this witness because
9 they have not established that this is an original
10 document. To show that it's a copy of an original,
11 they have to establish where the original is. And this
12 witness in his deposition testified they had no idea
13 where the original was. And I believe to authenticate
14 this document --

15 THE COURT: Well, there are two documents that
16 have been moved. One is K and one is JJ.

17 MR. ENNIS: Both of them, your Honor. They have
18 no idea where the original documents are.

19 THE COURT: Okay. So how do you respond to
20 that, Mr. Bodurtha?

21 MR. BODURTHA: Your Honor, I think our client
22 has testified to the presence of the mortgage loan
23 schedule as included in the SharePoint website. We
24 have laid a foundation that that is where the deal
25 documents are included. We have provided the original

1 spreadsheet that includes all of these mortgage loans
2 to the Court, to opposing counsel. We have searched
3 through that website to show that the loan is on it.

4 This document is an original of the mortgage
5 loan schedule that is kept for this particular trust.
6 And it should be admitted as an exhibit in full under
7 seal under JJ and then redacted for further use under
8 K.

9 MR. ENNIS: Your Honor, I might note, there is
10 no testimony that this is a copy of an original. As a
11 matter of fact, the witness testified that the number
12 on the top is the number used by the 4325-SAIL2003-BC11
13 is an Ocwen created document which Ocwen doesn't come
14 into this until 2012, nine years after the loan closed.

15 The deposition of the witness indicated they
16 have no reference whatsoever to any records of what
17 happened from Option One until October 1st, 2003.
18 There is no showing that he had -- all he's showing is
19 he can identify this as a document that's contained in
20 the SharePoint records.

21 THE COURT: I think that's exactly what he has
22 represented and that's what it's being introduced
23 for -- hang on -- is that it is a copy of the business
24 records that are maintained. Their original form is in
25 the SharePoint database. This is a copy of what's in

1 the SharePoint database. I think that's what's been
2 represented. The history of the documents has been set
3 forth.

4 You may have issues with the accuracy of the
5 inputs, but in terms of the foundation for what this
6 document that's contained on the thumb drive and that
7 the witness has walked through, I think he has
8 demonstrated that it is a copy of the record that
9 exists on the SharePoint database and it references the
10 subject loan that contains, you know, the information
11 the witness has testified to.

12 So I note your objection. It's overruled. JJ
13 will be admitted in full and K will be admitted in full
14 as well.

15 (Plaintiff's Exhibits JJ & K were admitted in
16 full)

17 THE COURT: All right. Proceed.

18 MR. BODURTHA: Your Honor, I'm also asking at
19 this time that the Court admit Exhibit II in full.
20 It's the execution copy of the trust agreement.

21 MR. ENNIS: Once again, your Honor, it's not an
22 execution copy. It is a copy of what they have with no
23 reference whatsoever to the original document. And
24 there's been no showing that this is actually a copy of
25 the original loan schedule in this case. As a matter

1 of fact, he testified -- my brother presented it as an
2 Ocwen loan servicing loan schedule, not a loan schedule
3 for the original loan when it was created in 2003.

4 THE COURT: All right.

5 MR. BODURTHA: I'm talking about the trust
6 agreement.

7 THE COURT: I understand what you're talking
8 about. I think the testimony was that this again, this
9 trust agreement or so-called pooling and servicing
10 agreement, is a document that is a copy of the document
11 that exists on the SharePoint website. And I think the
12 witness's testimony establishes that. So I think it's
13 appropriate to admit as a business record.

14 So it will be admitted in full II. Your
15 objection is noted.

16 (Plaintiff's Exhibit II was admitted in full)

17 MR. BODURTHA: Thank you, your Honor.

18 Q. Mr. Handville, based upon your review of the
19 transaction documents for the borrower's -- strike
20 that.

21 Based upon your review of the deal documents for
22 the borrower's loan on the SharePoint website, do you
23 have an understanding of how Structured Asset
24 Investment Corporation acquired the borrower's mortgage
25 loan?

1 A. It's my understanding that they acquired it from
2 Lehman Brothers.

3 Q. Okay. Is there a document kept within the
4 SharePoint website that memorializes that transaction?

5 A. Bear with me. Let me see if I can find the right
6 exhibit.

7 Q. For your reference, I believe we've identified it
8 as Exhibit H.

9 A. All right. Bear with me.

10 Exhibit H is the mortgage loan sale and
11 assignment agreement between Lehman Brothers Holdings,
12 Inc., the seller, and Structured Asset Securities
13 Corporation as purchaser. And that's also dated
14 10-1-03. And it references the subject trust number.

15 Q. And what is the subject trust that Exhibit H
16 identifies?

17 A. Structured Asset Investment Loan Trust 2003-BC11,
18 Mortgage Pass-Through Certificates, Series 2003-BC11.

19 Q. And Mr. Handville, did you review this document on
20 the SharePoint website?

21 A. I did.

22 Q. And is this a document that you were able to
23 locate after entering the trust number that is included
24 in the borrower's loan information?

25 A. I was able to enter the investor number and pulled

1 up the folder that said deal docs, and this is one of
2 the documents therein.

3 Q. Is Exhibit H a copy of a document that Ocwen
4 and/or PHH keeps and maintains in the regular course of
5 its loan servicing business?

6 A. Yes.

7 Q. And Mr. Handville, to the best of your knowledge,
8 did PHH receive and retain this record following the
9 merger with Ocwen?

10 A. Yes.

11 Q. And to the best of your knowledge, did Ocwen
12 receive and retain this record following the
13 acquisition of Homeward Residential?

14 A. Yes.

15 Q. Okay. The date on the mortgage loan sale and
16 assignment agreement, is that the same date as listed
17 in the trust agreement that was admitted as Exhibit II?

18 A. Yes.

19 Q. And Exhibit H also reflects that Lehman Brothers
20 Holding is selling mortgage loans to Structured Asset
21 Securities Corporation. Is that a fair statement on
22 the document itself?

23 A. Yes.

24 Q. Do you recall the mortgage loan schedule and the
25 identification of seller on the borrower's mortgage

1 loan?

2 A. Yes. It listed Lehman Brothers as a seller.

3 Q. Is this document an agreement that PHH keeps in
4 the regular and ordinary course of its business?

5 A. Yes.

6 MR. BODURTHA: Your Honor, at this time I'm
7 going to ask for Exhibit H to be admitted in full.

8 MR. ENNIS: Your Honor, the so-called loan
9 schedule states that Lehman Brothers Bank, not Lehman
10 Brothers Holding, was the purported seller of this to
11 SASCO. And in addition, there is no loan schedule
12 attached to this supposed sales agreement between
13 Lehman Brothers Holding and Structured Asset Securities
14 Corporation. And as a result, there has been no
15 showing whatsoever.

16 And finally, there is no demonstration that this
17 person has any knowledge whatsoever of what the
18 original so-called sales agreement looks like because
19 he has testified in his deposition he doesn't know
20 where it is. So as a result, your Honor, there's no
21 showing that this loan was actually included in any
22 sale from Lehman Brothers Holding to Structured Asset
23 Securities Corporation. And on the contrary, the
24 so-called loan schedule says Lehman Brothers Bank was
25 the seller, not Lehman Brothers Holding.

1 So for these reasons, your Honor, there's no
2 foundation for this at all.

3 THE COURT: Can you respond to this, Mr.
4 Bodurtha.

5 MR. BODURTHA: I can explain the relationship
6 between Lehman Brothers Bank and Lehman Brothers
7 Holding to authenticate this document with Mr.
8 Handville's testimony.

9 THE COURT: Okay.

10 Q. Mr. Handville, if I can turn your attention to
11 Exhibit G marked for identification.

12 A. I have it.

13 Q. Is Exhibit G a document that is held within the
14 PHH SharePoint website?

15 A. Yes.

16 Q. And is Exhibit G one of the documents that you
17 were able to locate when you entered the trust number?

18 A. Yes.

19 Q. And is Exhibit G, which we have submitted to the
20 Court, a complete and accurate copy of the exhibit
21 that's -- of the document that's maintained on the
22 SharePoint website?

23 A. Yes.

24 Q. And have you reviewed this document?

25 A. Yes.

1 Q. And do you have an understanding of the
2 transaction that is memorialized by this document?

3 A. Yes.

4 Q. And what is that understanding?

5 A. Well, this document which is also dated October 1,
6 2003, same as the trust agreements we've looked at
7 previously, is captioned an "Assignment and Assumption
8 Agreement between Lehman Brothers Bank as Assigner and
9 Lehman Brothers Holding as Assignee."

10 Q. Okay. And Mr. Handville, in your review of that
11 document, what does that mean to you in terms of
12 transfer of the loan?

13 A. It stipulates that the conveyance involves the
14 assignment of all rights, title and interest in the
15 initial mortgage loans and the sales service agreement
16 to the assignor.

17 Q. Okay. So is it fair to say, based upon your
18 review of that document, that Lehman Brothers Bank
19 assigned the mortgage loans to Lehman Brothers
20 Holdings?

21 A. That's how I understand it.

22 Q. Okay. And then if I turn your attention back to
23 Exhibit H, the agreement through which the loans are
24 sold to Structured Asset Securities Corporation, the
25 seller is Lehman Brothers Holdings; is that fair to

1 say?

2 A. Yes.

3 Q. So that in the course of this transaction, Lehman
4 Brothers Bank assigned to Lehman Brothers Holdings and
5 then Lehman Brothers Holdings sold to Structured Asset
6 Securities Corporation. Is that accurate, based upon
7 your review of the documents?

8 A. Yes.

9 THE COURT: Okay. All right. Thank you.

10 So I think that the foundation is sufficient to
11 establish the documents as business records so the
12 objection is noted, it's overruled, and Exhibit H will
13 be full.

14 (Plaintiff's Exhibit H was admitted in full)

15 THE COURT: I don't know if you've moved G, but
16 you probably would want to.

17 MR. BODURTHA: I would like to request that
18 Exhibit G be admitted in full.

19 MR. ENNIS: Same objection, your Honor.

20 THE COURT: All right. The objection is noted.
21 G will be admitted in full.

22 (Plaintiff's Exhibit G was admitted in full)

23 THE COURT: All right

24 MR. BODURTHA: Thank you, your Honor.

25 Q. Mr. Handville, do you know whether Option One

1 Mortgage Corporation sold its servicing business?

2 A. Yes. It's my understanding Option One sold their
3 mortgage servicing business to AHMSI, American Home
4 Mortgage Servicing, Inc.

5 Q. And how do you know that, Mr. Handville?

6 A. Actually, I read that in a few places. I think it
7 occurred in -- I think it started in March of '08 and
8 was completed in April of '08. In fact, I have seen a
9 document that was executed in another, I believe,
10 litigated matter from a -- I think the president of
11 Option One who stated under oath that they sold their
12 interests. I believe it was in April of '08.

13 Q. Was the president's name Dale Sugimoto?

14 A. That's correct.

15 Q. Did Mr. Sugimoto file a declaration in a court
16 proceeding that indicated that Option One sold its
17 servicing business?

18 A. Yes.

19 Q. And so to your understanding, is it your testimony
20 today that Option One servicing business was sold to
21 AHMSI, also known as American Home Mortgage Servicing,
22 Inc.?

23 A. Yes.

24 Q. To the best of your recollection, you believe that
25 may have occurred at some point in April of 2008?

1 A. I'm working from memory, but, yeah, that sounds
2 about right.

3 Q. Okay. And do you know whether American Home
4 Mortgage Servicing, Inc., ever changed its name?

5 A. Yes. In early 2012, they changed their name to
6 Homeward Residential, Inc.

7 Q. Okay. And how do you know that?

8 A. Actually, I've seen copies of their customer
9 correspondence indicating that as of May 29, 2012, the
10 name change will be in effect.

11 Q. And do you know whether that Homeward Residential
12 is the same entity that Ocwen ultimately acquired?

13 A. Yes.

14 Q. Okay. So is it your testimony, based upon review
15 of records and your own personal knowledge, that Ocwen
16 acquired what was American Home Mortgage Servicing,
17 Inc., but that became Homeward prior to acquisition?

18 A. Correct.

19 Q. And I don't know if I missed this. Do you know
20 when that occurred?

21 A. I believe it occurred in the fourth quarter of
22 2012.

23 Q. Okay.

24 A. And then subsequent to that, the loan started
25 boarding in the beginning of 2013.

1 Q. Okay. All right. Now, who was the initial
2 trustee of the trust according to the trust agreement
3 and the associated documents that we've reviewed?

4 A. LaSalle was the original trustee.

5 Q. Did the trustee assigned to this trust change at
6 some point in time?

7 A. Yes.

8 Q. Okay.

9 A. LaSalle was merged with Bank of America. So Bank
10 of America took over in their place.

11 Q. Okay.

12 A. And then Bank of America was changed over to the
13 current trustee.

14 Q. Okay. Let me turn your attention to Exhibit M
15 marked for identification.

16 A. I have it.

17 Q. Okay. And have you reviewed Exhibit M?

18 A. Yes.

19 Q. Are the documents included within Exhibit M kept
20 within PHH's SharePoint website?

21 A. Yes.

22 Q. Okay. And are the documents marked as Exhibit M
23 true and accurate copies of documents held within the
24 SharePoint website?

25 A. Yes.

1 Q. And can you explain to the Court the significance
2 of the first page of Exhibit M.

3 A. This document dated July 3rd, 2009, was captioned
4 "Notice of Appointment," and it references the
5 Structured Asset Investment Loan Trust in question.
6 And basically, what it's saying is all the parties are
7 in agreement that Bank of America, successor by merger
8 to LaSalle Bank National Association, is hereby
9 resigning as trustee and certificate registrar. And it
10 has appointed U.S. Bank, National Association to act as
11 successor trustee and successor certificate registrar.

12 Q. Okay.

13 A. And it provides U.S. Bank's address.

14 Q. Okay. Now, if I move you six pages within Exhibit
15 M, let me know when you're there.

16 A. I'm there.

17 Q. Okay. And can you explain to the Court the
18 significance of this document.

19 A. This document is the instrument of appointment and
20 acceptance of a successor trustee among all the parties
21 involved with the trust. And it's confirmation that we
22 are accepting appointment of U.S. Bank as a successor
23 trustee to Bank of America on this loan -- on this
24 trust.

25 Q. To your knowledge, Mr. Handville, U.S. Bank, as

1 Trustee has continued to act as trustee for this trust
2 to the present day; is that accurate?

3 A. Correct.

4 MR. BODURTHA: At this time, your Honor, I would
5 like to admit Exhibit M in full.

6 MR. ENNIS: No objection, your Honor.

7 THE COURT: All right. M will be full. Thank
8 you.

9 (Plaintiff's Exhibit M was admitted in full)

10 MR. BODURTHA: Thank you.

11 Q. Mr. Handville, I want to shift gears and talk
12 about the history of this borrower's loans so I'm going
13 to direct your attention to Exhibit R. Let me know
14 when you're there.

15 A. I have it.

16 Q. You testified about this earlier, but I just want
17 to circle back to it. Is it the normal and customary
18 practice of PHH to maintain loan accounting records for
19 a particular mortgage?

20 A. Yes.

21 Q. And does maintenance of these records include
22 transaction histories for loans?

23 A. Yes.

24 Q. Do those transaction histories include histories
25 created for a particular mortgage by a prior mortgage

1 loan servicer?

2 A. In many cases they have imaged copies of payment
3 histories that the prior servicer has imaged. And in
4 many cases we're able to extract the information from a
5 database.

6 Q. Okay. Just remind me where you would locate those
7 prior transaction histories.

8 A. I would -- we have a database that we can pull
9 that information from. I don't have access to it. I
10 would ask the business unit to go in and pull the
11 information to print out in a format.

12 Q. Okay. Has the business unit in this case pulled
13 those transaction histories for you?

14 MR. ENNIS: Objection; hearsay, your Honor.
15 He's not testifying about any of his knowledge how he
16 may have pulled up information.

17 THE COURT: Well, the question was whether he
18 asked somebody to pull the information or not. It's
19 not hearsay. So overruled.

20 THE WITNESS: I didn't ask for it, no.

21 Q. Okay. Have you been provided copies of these
22 documents at some point?

23 A. Yes.

24 Q. Okay. And who provided you copies of these
25 documents?

1 A. You provided them to me as exhibits.

2 Q. Okay. Let me ask you this, Mr. Handville. Have
3 you researched the borrower's particular account
4 information on MSP?

5 A. I've looked at it on MSP, and I've looked at it on
6 these printed out documents as well.

7 Q. Okay. Based upon your review of MSP, are you able
8 to determine when the borrower last made a mortgage
9 loan payment on this loan?

10 A. I was able to determine that from the payment
11 histories, and it appears the last payment that was
12 applied was on April 26th of 2011.

13 Q. Okay. Can you confirm that information through a
14 review of MSP or do you have to rely upon the
15 transaction histories?

16 A. I would have to rely on the transaction histories.

17 Q. Okay. Do you know if Ocwen's -- or PHH's --
18 records have transferred over transaction histories
19 from prior servicers?

20 A. Yes.

21 Q. Based upon your review of the transaction history
22 for the borrower's mortgage loan, do you have an
23 understanding of the current status of the borrower's
24 account?

25 MR. ENNIS: Objection; lack of foundation. He

1 hasn't shown he has knowledge of the accuracy of the
2 prior records. And I think that's a criterion of *U.S.*
3 *Bank vs. Jones*.

4 THE COURT: All right. Overruled.

5 Q. You can answer, Mr. Handville.

6 A. In MSP I'm able to determine the default date, the
7 principal balance and the payment amount.

8 Q. Okay. What is the default date, according to
9 records kept in MSP?

10 A. This loan is currently due for December 1, 2010,
11 mortgage payment.

12 Q. Okay. And I'm sorry; what were the other
13 categories you're able to determine by looking at MSP?

14 A. I can determine the payment amount that's due.

15 Q. Okay. I'm sorry. What is the total amount of the
16 payment that's due at present?

17 A. \$2,103.

18 Q. Okay. What other information can you determine?

19 A. I can determine the principal balance which is
20 \$320,760.58.

21 Q. Okay.

22 A. I can determine the total amount due which is over
23 \$411,104 and change. I can determine the escrow
24 balance. I can determine if there's funds in suspense.
25 I can tell you what the amount of the last tax amount

1 that was paid. Things like that.

2 Q. What was the last tax amount paid?

3 A. The 2021 taxes were paid in the amount of
4 \$5,661.22.

5 Q. Okay. So Mr. Handville, is it your testimony
6 today, based upon a review of MSP, that the borrower's
7 loan is presently in default?

8 A. Yes.

9 Q. And it is in default based upon the borrower's
10 failure to make monthly mortgage loan payments; is that
11 accurate?

12 A. Yes.

13 Q. And based upon your review of the MSP records, the
14 last payment credited to the account is from 2010; is
15 that accurate?

16 A. 2011.

17 Q. I'm sorry. From 2011; is that accurate?

18 A. Correct, yes.

19 Q. Okay. Now, turning away from the account history,
20 are you aware of documents a borrower will execute in
21 order to originate a mortgage loan?

22 A. Yes.

23 Q. And do the originating documents include a
24 promissory note?

25 A. If the loan is granted, yes.

1 Q. Okay. Have you had the opportunity to review a
2 copy of the promissory note in this case?

3 A. Yes, I have.

4 Q. Okay. And does that promissory note, a copy of
5 it, include the unredacted loan numbers at the top of
6 the agreement?

7 A. Yes.

8 Q. Okay. Do you have an understanding of how
9 promissory notes are kept for loans once they're
10 deposited into trust?

11 A. My understanding is that after the loans
12 originate, the originator holds on to the mortgage and
13 note until they have to be separated which is when they
14 send the mortgage off to be recorded, which is usually
15 right after the loan closes. Once it comes back from
16 the county where it's recorded, they are joined
17 together and they are maintained until such time as the
18 loans are placed or sold.

19 Q. Okay. And what happens to the promissory note
20 while it is being maintained and then when it is sold?

21 A. Well, shortly after closing, if not at closing,
22 the document is indorsed so that it can be placed into
23 a trust.

24 Q. Okay. And in your review of Exhibit C, does the
25 promissory note include an indorsement?

1 **A.** The copy of the promissory note that I'm looking
2 at does include an allonge referencing the same loan
3 number and servicing ID. It also contains the same
4 date on it. And it makes reference to the note
5 referencing the loan number, the property address, the
6 loan amount. And it's a blank indorsement by a Mary
7 Conway at Option One Mortgage Corporation.

8 **Q.** So Mr. Handville, based upon your review of that
9 copy, you would agree with me that the promissory note
10 includes an indorsement by an allonge?

11 MR. ENNIS: Objection; that's a legal question,
12 your Honor. He can reference what he sees. He can't
13 give an opinion as to whether or not that document
14 constitutes an indorsement.

15 MR. BODURTHA: I'll rephrase.

16 THE COURT: All right. Rephrase.

17 **Q.** Mr. Handville, in your experience, how would you
18 know that a promissory note includes an indorsement?

19 **A.** In my experience, it could be indorsed by way of a
20 stamp, which is fairly common, usually on the signature
21 page, executed by the party that is doing the
22 assigning. In some cases, it's to a particular entity.
23 In some cases, it's just blank.

24 In this case, this document bears a fourth page
25 which is captioned "Allonge to Note Investor," and it

1 makes reference to the subject loan. And it says "Paid
2 to the Order of," which is blank without recourse. And
3 it says "by" -- it says at the bottom "Option One
4 Mortgage Corporation," and it's signed by an assistant
5 secretary, a Mary Conway.

6 Q. Is it your testimony, Mr. Handville, that the page
7 that you have just reviewed is the indorsement of the
8 promissory note?

9 MR. ENNIS: Once again, your Honor, that's a
10 question for the Court to determine, not for a witness
11 to determine.

12 THE COURT: All right. He can testify what his
13 understanding is. It's overruled.

14 THE WITNESS: Yes.

15 Q. Okay. And I think you testified earlier that you
16 believe the indorsement is in blank; is that accurate?

17 A. Yes.

18 Q. Do you have an understanding of what it means if
19 an indorsement is made in blank?

20 A. It's my understanding that it becomes a bearer
21 document made enforceable by the holder.

22 Q. Do you have an understanding of the effect of a
23 bearer document?

24 A. It doesn't identify a specific party, so if
25 somebody were to come into possession of the original,

1 they might be able to seek enforcement of it.

2 Q. In other words, Mr. Handville, is it your
3 understanding that the entity that holds a note that's
4 been indorsed in blank has the right to enforce that
5 note?

6 A. Yes.

7 Q. Okay. And let me ask you this. In your
8 experience, have you had the opportunity to review the
9 contents of files that are kept and maintained with
10 promissory notes?

11 A. Yes.

12 Q. What is that file routinely called, in your
13 experience?

14 A. In the industry, we refer to it as a "collateral
15 file," and it contains collateral-related documents.

16 Q. Do you know why it's called a collateral file?

17 A. It's just an industry standard. It's been around
18 longer than I have in the business. It is the file
19 that the original note, the original mortgage, and
20 other original origination or collateral-related
21 documents are maintained by the document custodian for
22 the trust. Sometimes they have original title
23 policies. They would have allonges or indorsements.
24 In some cases, there are Bailee Letters in there.
25 Various sorts of things like that.

1 Q. In your experience, Mr. Handville, what is the
2 practice that PHH, and before at Ocwen, uses if a
3 collateral file containing the original promissory note
4 is transferred from one entity or person to another?

5 A. Ocwen and/or PHH would, if it's requested by our
6 counsel for some reason, we would reach out to the
7 custodian and request it. They would ship it to the
8 servicer. And then the servicer would inventory it
9 into their system. And then if they needed to ship it
10 out to counsel, they would do so via a Bailee Letter.

11 Q. And Mr. Handville, in your review of -- sorry,
12 strike that.

13 Mr. Handville, have you reviewed a series of
14 Bailee Letters that are associated with this mortgage
15 loan?

16 A. Yes.

17 Q. And can you explain to the Court what your
18 understanding is of the transfer of the collateral file
19 through these Bailee Letters?

20 A. The Bailee Letters are just -- it's a cover letter
21 that indicates it's a Bailee. They are sending these
22 collateral documents. And they usually outline what
23 they're sending. And they specifically state that
24 we're sending this to you for, you know, the purposes
25 of you acknowledge acceptance and receipt. And in many

1 cases the recipient will sign or initial at the bottom
2 the date received and send it back.

3 Q. In your review of these Bailee Letters, Mr.
4 Handville, are you able to determine the last entity or
5 individual that received the original collateral file?

6 MR. ENNIS: Objection, your Honor. There's been
7 no showing that this is the original collateral file on
8 a loan that closed in 2003.

9 THE COURT: All right. You can inquire further
10 on that. I'll overrule the objection.

11 You may answer that question.

12 THE WITNESS: Could you repeat the question.
13 I'm sorry.

14 Q. Are you able to determine from a review of the
15 Bailee Letters the last entity or individual that
16 received the original collateral file?

17 MR. ENNIS: Once again, your Honor, same
18 objection.

19 THE COURT: Okay. I understand. The objection
20 is overruled. You may answer.

21 THE WITNESS: Yes, the last party to receive it
22 according to the Bailee Letters that I looked at was
23 your firm. You signed for it.

24 Q. Okay. And when? Not that I want to make myself a
25 witness to this case, but when did I sign for that

1 Bailee Letter in the collateral file?

2 A. Bear with me. Let me pull it up. It's Exhibit
3 KK. May 10 of 2021. Hang on.

4 This is a letter addressed from Korde &
5 Associates, who is the local foreclosure counsel, to
6 your attention at your firm. And it says, "This is to
7 serve as a new Bailee Letter. Confirm you received the
8 original collateral file." And it says it contains the
9 following documents: Recorded mortgage and original
10 note.

11 Q. Okay. So according to the records that you have
12 reviewed, the last person or entity that holds the
13 original collateral file with the original promissory
14 note is Hinshaw & Culbertson, counsel for U.S. Bank, as
15 Trustee. Is that a fair statement?

16 A. Yes.

17 MR. BODURTHA: Your Honor, at this time I would
18 like to admit as an exhibit Exhibit C, which is the
19 redacted version of the promissory note.

20 MR. ENNIS: Your Honor, I would object. There
21 has been no showing -- they're trying to bring in a
22 series of Bailee Letters from 2013. There's no
23 demonstration that this was the original closed
24 promissory note that was signed in July of 2003.
25 There's no chain whatsoever from 2003 until 2013.

1 There's a ten-year gap. And they cannot demonstrate
2 through any of these whatsoever that Option One
3 transferred this to anybody, the custodian, whomever
4 the custodian was at the time, there's no indication
5 whatsoever that this is an original note.

6 THE COURT: Well, hang on, hang on.

7 Didn't Mr. Shakoory testify that this is his
8 note?

9 MR. BODURTHA: He did, your Honor.

10 MR. ENNIS: He said it was his signature. He
11 didn't state it was an original.

12 THE COURT: I know. I didn't ask if he stated
13 it was an original. I think he testified that this
14 appeared to be a copy of the note that he signed,
15 right?

16 MR. ENNIS: Yes.

17 MR. BODURTHA: I also presented Mr. Shakoory the
18 original promissory note, and I have it available for
19 the Court to review and compare against Exhibit C if
20 your Honor would like to.

21 THE COURT: All right. So the only issue is
22 whether the Exhibit C is a true and accurate copy of
23 the original mortgage note in this case.

24 MR. ENNIS: As well as the allonge, your Honor,
25 which they tried to attach with Exhibit C.

1 MR. BODURTHA: Your Honor, I can present the
2 Court with the original note that has the allonge
3 attached to it. My only request is that I can have it
4 back before the end of the day.

5 THE COURT: Well, look, I haven't heard anything
6 that suggests to me that -- Mr. Ennis, if the allonge
7 is attached to the original and Mr. Bodurtha has
8 provided you with the original as well as this copy and
9 your client has indicated that this is, in fact, his
10 signature or a copy of his signature appears to be
11 accurate and he did indeed sign it, I don't have any
12 indication of anything you've said to me that suggests
13 to me that this is not a legitimate business record or
14 lacks in trustworthiness.

15 So unless you're telling me that there's
16 some -- you're making all sorts of illusions to things,
17 but if the allonge is attached to the original note, I
18 can't see what the issue is.

19 MR. ENNIS: Your Honor, it had to have been
20 affixed to the note after my client signed the note.

21 THE COURT: All right. I think we talked about
22 this on the first day of trial. Your argument really
23 had to do with whether it was stapled or no.

24 MR. ENNIS: Whether it was stapled -- when was
25 it signed and when was it affixed to the note?

1 THE COURT: All right. You can make arguments
2 about that, but that doesn't go to the admissibility of
3 the document. So Exhibit C will be admitted in full.

4 (Plaintiff's Exhibit C was admitted in full)

5 MR. BODURTHA: Your Honor, I don't have any
6 further questions at this time subject to redirect.

7 THE COURT: Okay. Very good. All right.

8 Go off the record for a minute.

9 (Off-the-record discussion)

10 CROSS-EXAMINATION

11 BY MR. ENNIS:

12 Q. Mr. Handville, can you hear me?

13 A. Yes, sir.

14 Q. Now, do you recall signing supplemental answers to
15 interrogatories in this case?

16 A. I do remember that I did execute some.

17 Q. And they were, in fact, executed on January 31st
18 of 2022; is that not correct?

19 A. I believe that's correct.

20 Q. I would ask you to look at -- do you have a copy
21 of those supplemental answers to interrogatories which
22 were attached to your deposition which was taken on
23 April 7th?

24 A. Bear with me. Hang on. I'm opening up a zip file
25 to see if I can find it. No, it's not there.

1 Bear with me. I have to open up someplace else
2 to see if I can find it.

3 MR. BODURTHA: Mr. Handville, it's Sam Bodurtha.
4 I'm going to email you the copy that Mr. Ennis sent to
5 me this morning.

6 THE WITNESS: Okay. I didn't get the email, but
7 I found the document.

8 Q. Ask you to look at question number 14 in which you
9 were asked, "Please state each date that the note
10 signed by the defendant was indorsed by any person or
11 persons, along with the name, employer, job title, home
12 and business address and telephone number of each
13 indorser."

14 Do you see that question?

15 A. I do.

16 Q. And in your original answer -- and when you
17 answered these interrogatories, you were doing so under
18 oath; is that not correct?

19 A. Yes.

20 Q. And in your review of documents before you
21 answered these interrogatories; did you not?

22 A. Yes.

23 Q. Was this answer to interrogatories based upon your
24 records of the PHH system of record?

25 A. Yes.

1 Q. As well as the Ocwen Financial Corporation
2 records; isn't that correct?

3 A. Yes.

4 Q. And in your initial answer you stated, "U.S. Bank,
5 as Trustee objects to interrogatory on the grounds that
6 the request seeks information that is irrelevant to any
7 claims made in this case. Without waiving the
8 foregoing objection, U.S. Bank, as Trustee refers
9 defendant to the note produced in accordance with FRCP
10 33(d)." Is that correct?

11 That was your original answer; isn't that right?

12 A. Yes.

13 Q. Then you gave a supplemental answer on
14 January 31st, isn't that correct?

15 A. Yes.

16 Q. In which you said the face of the note produced to
17 defendant identifies and indicates all dates and
18 information applicable to the date the note was
19 indorsed and who indorsed the note.

20 That was your answer at that time; is that not
21 correct?

22 A. That's what it states.

23 Q. And the only dates that are contained on the note
24 are July 16th, 2003; is that not correct?

25 A. That is correct.

1 Q. And in the allonge, it references a July 16th,
2 2003, date twice; isn't that correct?

3 A. I believe that's correct.

4 Q. And one of them is for the date of the note; isn't
5 that correct?

6 A. Yes.

7 Q. And the other one is for the date of the allonge;
8 is that not correct?

9 A. I believe that's correct.

10 Q. And do you have any information which indicates
11 that the signed promissory note was in the possession
12 of Option One on July 16th, 2003?

13 A. I don't.

14 Q. As a matter of fact, you, in reviewing various
15 records in this matter, have absolutely been able to
16 review no documents whatsoever from Option One other
17 than this so-called closing file; isn't that correct?

18 MR. BODURTHA: Objection; that misstates
19 testimony.

20 THE WITNESS: I'm not sure how to answer that.

21 THE COURT: Okay. Why don't you rephrase the
22 question.

23 Q. Well, the loan closed on July 16th, 2003; is that
24 not correct?

25 A. Yes.

1 Q. And this was a refinance of an owner-occupied
2 residence; isn't that correct?

3 A. Yes.

4 Q. And this mortgage in this case was not, in fact,
5 recorded until July 21st, 2003; is that not correct?

6 A. I'll defer to you on that. I don't have it
7 memorized.

8 Q. Okay. And when you referenced -- you're familiar
9 with refinances, are you not?

10 A. I am.

11 Q. And you know that when a loan is refinanced, a
12 homeowner has three business days to change their mind
13 and to cancel the transaction; isn't that correct?

14 MR. BODURTHA: Objection; foundation.

15 THE WITNESS: Yes.

16 THE COURT: Well, overruled.

17 Q. And you know and, in fact, this was a homeowner,
18 had that right, isn't that correct, to rescind the
19 loan, correct?

20 A. Three-day right of rescission, yes.

21 Q. And there was a notice of the right of rescission
22 contained in the original closing package on this loan;
23 isn't that correct?

24 A. I believe there was.

25 Q. So that this loan, even though it closed on July

1 16th, 2003, did not fund until the three-day period had
2 passed; is that not correct?

3 A. Yes.

4 Q. So that interest wasn't beginning to run on this
5 loan until July 21st, 2003; isn't that correct?

6 A. I don't know. Maybe.

7 Q. Okay. But it didn't start running from July 16th;
8 isn't that correct?

9 A. I didn't look into it. I couldn't speak to when
10 the interest began.

11 Q. Okay. Now, you were also asked in Interrogatory
12 No. 13 to please identify all documents in the
13 collateral file for the defendant's loan identifying
14 the document along with the date each document was
15 placed in a collateral file; isn't that correct?

16 A. Yes.

17 Q. In your original answer, you put, "U.S. Bank, as
18 Trustee objects to this interrogatory on the grounds
19 that the request seeks information that is irrelevant
20 to any claims made in this case. Without waiving the
21 foregoing objection, U.S. Bank, as Trustee has made the
22 collateral file available to defendants' counsel for
23 review and copy at a mutually agreeable time and
24 provided a scanned copy of the original promissory note
25 to defendants' counsel by email on May 11th, 2021."

1 That was your correct answer at that
2 time -- your answer at that time; isn't that correct?

3 A. That's correct.

4 Q. And then, however, you gave a supplemental answer,
5 "Please see a complete copy of the collateral file
6 previously produced in accordance with FRCP 33(d)."

7 That was your supplemental answer, correct?

8 A. Yes.

9 Q. You did that under oath; isn't that correct?

10 A. I did.

11 Q. What other documents were contained in the
12 collateral file at the time -- let me rephrase that.

13 You have never reviewed the collateral file,
14 have you?

15 A. I have not.

16 Q. So you have no idea what was in the collateral
17 file when you signed that answer; isn't that correct?

18 A. I had an idea.

19 Q. Well, you had not seen it; isn't that correct?

20 A. Yes.

21 Q. And you didn't know if the original note was in
22 that file; isn't that correct?

23 A. I had not seen any indication that it was missing
24 and my counsel had talked to to confirm its
25 whereabouts, so I'm comfortable with that answer.

1 Q. Okay. Now, when did this note leave the
2 possession of Option One?

3 A. I don't know.

4 Q. Okay. And when did this note first come into the
5 possession of the custodian for the loan?

6 A. July 25, 2003.

7 Q. And how do you know that?

8 A. Ocwen inquired and that was the information given
9 to Ocwen.

10 Q. And who was the custodian at that time?

11 A. Wells Fargo.

12 Q. And has there ever been a receipt given to Wells
13 Fargo for the note, the original note, signed by the
14 defendant?

15 A. I don't know.

16 Q. In fact, there is no bailment agreement from Wells
17 Fargo regarding this note; isn't that correct?

18 A. I haven't seen one. I couldn't see.

19 Q. And what is the purpose of a bailment agreement?

20 A. To document the receipt of collateral documents.

21 Q. And it's essential that every time a custodian
22 provides a promissory note to a third party that there
23 be a bailment agreement; isn't that correct?

24 MR. BODURTHA: Objection, your Honor; that calls
25 for opinion. It's not fact testimony.

1 THE COURT: Sustained.

2 MR. ENNIS: Okay.

3 Q. Based upon your experience, have you ever seen
4 bailment agreements from custodians such as Wells
5 Fargo?

6 A. I don't recall seeing bailment agreements from the
7 custodians. I've seen bailment agreements from
8 servicers to attorneys.

9 Q. Would you agree that in order for the notes to be
10 transferred from a custodian, there has to be a
11 bailment agreement?

12 MR. BODURTHA: Objection; calls for opinion.

13 THE COURT: I'll sustain that. I mean, why
14 don't we -- you can make that point as a legal argument
15 if you think that that's a valid point, but I'm
16 struggling to understand what you're doing here. Are
17 you saying that there's -- the note is in evidence now.

18 MR. ENNIS: We're looking at the so-called
19 allonge, when it was affixed. And he's testified and
20 he provided the answers in his interrogatories that it
21 was indorsed on July 16th, 2003.

22 THE COURT: All right. I'm still struggling to
23 understand what your point is. What are you getting at
24 here?

25 MR. ENNIS: We're trying to see, your Honor,

1 when it first made its appearance in somebody's file
2 affixed to the note.

3 THE COURT: The allonge?

4 MR. ENNIS: Yes. That's a crucial issue here,
5 your Honor, because it only becomes bearer paper if
6 there's an allonge affixed to the note. And he
7 testified that the allonge was signed on July 16th,
8 2003.

9 THE COURT: All right. Well, this is an
10 equitable claim and if I understand the state of the
11 evidence correctly, there was a note. Your client has
12 admitted that he signed this note, took this loan,
13 mortgage. There's not really any doubt about that.
14 The original exists. You have an issue about the
15 allonge; you've articulated that.

16 Mr. Bodurtha has sketched the history of how the
17 loan went from one entity to another and ended up in
18 this portfolio. So I think your argument comes down to
19 something about this allonge, right?

20 MR. ENNIS: Well, combination of the allonge,
21 your Honor, as well as the loan schedule which we would
22 cross-examine him after the break regarding when that
23 was created and why there's no loan schedule on the
24 previous two transactions. And there's no history of
25 any sale from Option One to anybody of this loan, the

1 mortgage. Because they are trying to prove -- they
2 claim they got the note pursuant to an allonge, but
3 then they have to prove that the mortgage was actually
4 sold and that there's a chain of title for the mortgage
5 because they don't have any assignments.

6 THE COURT: Okay. All right. Well, how long do
7 you think your cross is going to take?

8 MR. ENNIS: At least an hour, your Honor.

9 THE COURT: Okay. Why don't we take a short
10 lunch break. It's 1 o'clock. Let's go off the record.

11 (Off-the-record discussion)

12 THE COURT: All right. We'll take a half hour.

13 THE CLERK: All rise.

14 (Lunch recess taken)

15 THE COURT: All right. Mr. Ennis, you ready to
16 proceed?

17 MR. ENNIS: Yes, your Honor.

18 Q. Good afternoon, Mr. Handville again.

19 A. Hello. Can you hear me okay?

20 Q. Yes, very well.

21 Now, when you were shown the so-called
22 unredacted loan agreement, do you recall looking at
23 that exhibit?

24 A. Yes.

25 Q. And on the top it specifically has some

1 identifying mark. And it says "4325-SAIL2003-BC11-MLS
2 Excel"; is that correct?

3 A. Bear with me. Let me pull that exhibit up again.

4 Yes, I have it.

5 Q. What did you define that 4325 as?

6 A. That was the investor number that Ocwen had
7 assigned to this particular trust.

8 Q. Okay. And Ocwen assigned that when Ocwen took
9 over servicing; isn't that correct?

10 A. Yes.

11 Q. And Ocwen, that number, was not on this -- that
12 number was not assigned to the trust when the loan
13 closed in July of 2003; isn't that correct?

14 A. Yes.

15 Q. So I'm wondering, how is it that this document,
16 which is supposedly the loan schedule from the creation
17 of the trust, has an Ocwen number on the top of it?

18 A. Well, I think that would have been when they did
19 the "save as" function and they gave it a name, they
20 just added the information there.

21 Q. Well, you don't know that, do you? You're just
22 guessing.

23 A. It wouldn't have come in from the trust that way
24 so that would have been added by Ocwen since Ocwen had
25 that number assigned to this particular trust.

1 Q. Okay. That assumes that this is an original
2 document, correct, a copy of an original document;
3 isn't that correct?

4 A. Yes.

5 Q. And you don't know that this is a copy of the
6 original loan schedule in this case; isn't that
7 correct?

8 A. I have not seen the original. I don't know.

9 Q. In fact, you have no idea where the original loan
10 schedule is; isn't that correct?

11 A. I haven't seen it so I don't know.

12 Q. You've made no attempt to find that original loan
13 schedule; isn't that correct?

14 A. No, I haven't.

15 Q. And as a matter of fact, you recall your
16 deposition on April 7th in which you testified under
17 oath; is that correct?

18 A. Yes.

19 Q. You recall that deposition? In that deposition
20 you had indicated when you've addressed this document,
21 the so-called loan schedule, you indicated that it was
22 a standalone document not attached to the so-called
23 trust agreement; isn't that correct?

24 A. In our business records it was a standalone
25 document.

1 Q. So it wasn't affixed to the trust agreement,
2 correct?

3 A. Correct.

4 Q. And you don't know when this document, the
5 original of this document, was created; isn't that
6 right?

7 A. Correct.

8 Q. And you don't know who created the document; isn't
9 that correct?

10 A. Yes.

11 Q. And you don't know when this document came into
12 the Ocwen loan servicing records; isn't that correct?

13 A. Correct.

14 Q. And you don't know when the SharePoint database
15 program was created; isn't that correct?

16 A. Yes.

17 Q. And not only the so-called trust agreement, you
18 don't know where the original of the trust agreement
19 is, do you?

20 A. No.

21 Q. You have never looked at the original trust
22 agreement; isn't that correct?

23 A. Yes.

24 Q. And you've never compared paragraph by paragraph
25 whether the copy that you have in the SharePoint

1 records is identical to the original trust agreement;
2 isn't that correct?

3 A. Yes.

4 Q. And you looked at several other documents and
5 purportedly authenticated them, and one of them was the
6 so-called assignment and assumption agreement; isn't
7 that correct?

8 A. Yes.

9 Q. And the assignment and assumption agreement
10 purported to be a sale and transfer of loans from
11 Lehman Brothers Holding to Structured Asset Securities
12 Corporation; isn't that correct?

13 MR. BODURTHA: Objection; misstates testimony.
14 The assignment and assumption agreement was between
15 Lehman Brothers Bank and Lehman Brothers Holding. The
16 mortgage loan sale and assignment agreement was between
17 Lehman and Structured Asset.

18 THE COURT: Okay. So you can straighten that
19 out.

20 Q. Well, according to what you testified earlier,
21 whom did the assignment and assumption agreement
22 transfer loans from? Who was the assignor on those?

23 A. Oh, let me look. The assignment and assumption
24 agreement was between Lehman Brothers Bank, FSB and
25 Lehman Brothers Holding, Inc., as assignee.

1 Q. And that document, what exhibit was that?

2 A. G.

3 Q. G. And that document contained no loan schedule
4 whatsoever; isn't that correct?

5 A. According to this, it references mortgage loan
6 schedule as Exhibit B and it says in there to be
7 maintained in a separate closing binder entitled
8 "SAIL2003-BC11" mortgage loan schedules at McKee
9 Nelson, LLP. So yes, it is not attached as an exhibit.

10 Q. And you've never received the loan schedules for
11 that particular transaction; isn't that correct?

12 MR. BODURTHA: Objection; that misstates
13 testimony, your Honor.

14 MR. ENNIS: I'll rephrase it.

15 Q. Are you aware of any loan schedules for that
16 particular transaction that exist?

17 A. I am not.

18 Q. And this document, you don't know where the
19 original of this document is either, do you --

20 MR. BODURTHA: Objection.

21 Q. -- the assignment and assumption agreement; isn't
22 that correct?

23 A. I have not seen the original so, no, I don't know.

24 Q. So you did not compare Exhibit G, photocopy, with
25 the original of Exhibit G, paragraph by paragraph, did

1 you?

2 A. I did not.

3 Q. And therefore, you cannot say that Exhibit G is an
4 accurate copy of the original record of any transaction
5 between Lehman Brothers Bank and Lehman Brothers
6 Holding; isn't that correct?

7 A. Correct.

8 Q. And you're not aware of any documents which
9 indicate that Option One sold any loans to -- excuse
10 me. Let me rephrase that.

11 You're not aware of the existence of any
12 mortgage loan purchase and sales agreement from Option
13 One Mortgage Corporation to Lehman Brothers Bank which
14 included the defendants' loan; isn't that correct?

15 MR. BODURTHA: Objection to form.

16 THE WITNESS: Am I allowed to answer?

17 THE COURT: Just one second. I guess I don't
18 really understand what a mortgage loan purchase and
19 sale agreement is. Maybe you want to rephrase it.

20 Q. Are you aware of any documents which exist which
21 indicate that Option One Mortgage Corporation sold the
22 defendants' mortgage loan to Lehman Brothers Bank?

23 A. No.

24 Q. And the exhibit which indicated that Lehman
25 Brothers Holding transferred loans to Structured Asset

1 Securities Corporation does not include a loan
2 schedule; isn't that correct?

3 A. It does not.

4 Q. And you did not verify paragraph by paragraph that
5 the exhibit which was introduced into evidence by the
6 plaintiff related to that document was identical to
7 whatever original document existed; isn't that correct?

8 A. Which document are you asking me to --

9 Q. From Lehman Brothers Holding to SASCO.

10 A. I have not. I have not seen it.

11 Q. I want to direct your attention to Exhibit II.
12 I'd ask you to look at page 37 of that agreement or
13 that document.

14 A. Oh, hang on a second. I'm opening up the wrong
15 one. What page was that again? 37?

16 Q. 37, yes.

17 A. Is it the page that says 37 at the bottom of the
18 page?

19 Q. Yes. On the bottom of the page.

20 A. Okay. I have it.

21 Q. You see where it says mortgage loan schedule. I'd
22 ask you to look at that briefly.

23 And do you see where it says, "The schedule
24 attached hereto as Schedule A would show, identify each
25 mortgage loan as such schedule may be amended from time

1 to time to reflect the additional mortgage loans,
2 including the addition of any subsequent mortgage loans
3 to or the deletion of mortgage loans from the trust
4 fund."

5 Do you see that?

6 A. Yes.

7 Q. And then it says, "Such schedule shall set forth,
8 among other things, the following information with
9 respect to each mortgage loan." Do you see that?

10 A. I do.

11 Q. It says in II the mortgager's name. Is it fair to
12 say nowhere on this purported loan schedule does it
13 contain the mortgager's name?

14 A. Correct.

15 Q. Is it fair to say -- and then Roman numeral III
16 states, "The street address of the mortgage property
17 including the city, state and ZIP code." Is it fair to
18 say that this purported mortgage loan schedule does not
19 contain the street address of the mortgage property
20 including the city, state and ZIP code; is that
21 correct?

22 A. That is correct.

23 Q. And in 5II states, "The mortgage pool in which
24 such mortgage loan is scheduled." Is it fair to say
25 that this purported mortgage loan schedule does not

1 contain the identification of the mortgage pool in
2 which such loan is included?

3 A. Well, bear with me. I'm going to have to go look
4 at it. Bear with me while I pull that up.

5 That information is not in any of the columns in
6 the mortgage loan schedule.

7 Q. Now, are you familiar with the provision of the
8 trust agreement relating to the -- do you know what an
9 initial certification of the custodian is?

10 A. I've seen them in the past. It's a list of loans
11 that were initially submitted to the trust.

12 Q. And in Exhibit II, I direct your attention to the
13 end of the page B-1-1.

14 A. Which was II again? Is that the trust agreement?

15 Q. The trust agreement, yes.

16 A. Okay. What am I looking at here?

17 Q. Towards the end of it, the attachments, page
18 B-1-1. It's at the end after the numbered pages.

19 A. I see it.

20 Q. And is it fair to say in your records there is no
21 record of an initial certification by the custodian
22 that has received the documents listed in Section
23 2.01(c) of the trust agreement for each mortgage file
24 pertaining to each mortgage loan listed on Schedule A
25 to the trust agreement, subject to any exceptions noted

1 on Schedule I? Do you see that?

2 A. Yes.

3 Q. And there is no such document in the so-called
4 business records of PHH which contains such an initial
5 certification; isn't that correct?

6 A. That is correct.

7 Q. Okay. And the trust agreement provides that that
8 shall be done; isn't that correct?

9 A. Yes.

10 Q. Okay. And directing your attention to the next
11 page, B-2-1, that is an interim certification along the
12 same lines; isn't that correct?

13 A. Yes.

14 Q. And is it fair to say there is no document
15 contained in the PHH business records which is an
16 interim certification of the custodian; that all the
17 documents required to be placed into the trust are, in
18 fact, there as indicated in that interim certification?

19 A. It is true that these are not in the PHH business
20 records.

21 Q. And directing your attention to the next page,
22 B-3-1, is a final certification of the custodian that
23 the custodian certifies that as to each mortgage loan
24 identified in the mortgage loan schedule, other than
25 any mortgage loan listed on Schedule I, hereto, it has

1 reviewed the documents listed in Section 2.01(c) of the
2 trust agreement, has determined that each such document
3 appears to be complete and based upon an examination of
4 such documents that information set forth in items I
5 through 5I of the definition of mortgage loan schedule
6 is correct? It says that, doesn't it?

7 A. It does.

8 Q. And there is no such final certification of the
9 custodian in the PHH business records; isn't that
10 correct?

11 A. Yes.

12 Q. And you never bothered communicating with Wells
13 Fargo in regard to any of the documents which were
14 requested in discovery in this case; isn't that
15 correct?

16 A. Correct.

17 Q. Why did you not communicate with the custodian to
18 obtain these type of documents?

19 MR. BODURTHA: Objection, your Honor. That
20 calls for work-product communications and information
21 obtained in the investigation and litigation of this
22 matter.

23 MR. ENNIS: He testified these are business
24 records. We're trying to explore why he didn't explore
25 the actual business records rather than relying on a

1 cutoff date in 2012 or 2013. Wells Fargo is supposedly
2 the custodian with all these documents.

3 THE COURT: So Mr. Bodurtha, wouldn't there be a
4 way for him to answer that question without disclosing
5 what the content of any --

6 MR. BODURTHA: Mr. Ennis has asked my client
7 why.

8 THE COURT: I understand. I'm asking you a
9 question.

10 MR. BODURTHA: I suppose there is a way, but I
11 don't think that the appropriate question should be
12 why. To the extent that --

13 THE COURT: I understand that, I understand
14 that.

15 So I guess my ruling would be to sustain the
16 objection and ask you, Mr. Ennis, if you can rephrase
17 that question without incorporating into the question
18 essentially the answer to the question, the legal
19 advice given; you can ask him if he made that
20 determination on his own or was that a decision that
21 was made in consultation with legal counsel. If it
22 turns out that it's in consultation with legal counsel,
23 then you can't go there. But if it's a decision that
24 he made on his own, then it's something he can get into
25 it. I think that's a fair way to approach it.

1 MR. BODURTHA: Thank you, your Honor.

2 Q. Mr. Handville, did you make the determination not
3 to contact Wells Fargo for any documents based upon
4 your own determination?

5 A. Yes.

6 Q. Okay. And since it's based on your own
7 determination, why did you do that?

8 A. You're asking me about the document production for
9 which? For the interrogatories? For the response to
10 production? For the 30(b)(6) depo notice? I need a
11 little clarification.

12 Q. So in the 30(b)(6) deposition, you were asked
13 topics about the custodian, the contents of the
14 custodial file, the identity of the custodian and those
15 types of things; isn't that correct?

16 A. Yes.

17 Q. And you knew that the Ocwen records only went back
18 a particular period of time; isn't that correct?

19 A. I was aware of what the records were.

20 Q. Okay. And you have no records whatsoever
21 regarding this loan, original records of this loan, at
22 any time prior to 2008; isn't that correct? Other than
23 what you claim to be the original promissory note and
24 the so-called allonge; isn't that correct?

25 MR. BODURTHA: Objection to form.

1 THE COURT: Why don't you restate the question.

2 Q. Is it fair to say that PHH Mortgage has no records
3 of any transactions on this loan prior to 2008?

4 A. That's a pretty vague question. I would say in
5 response to that we don't have the documents you are
6 asking for in our possession. We don't have any of the
7 original documents which we've already discovered. So
8 I don't have access to those documents at PHH.

9 Q. Now, do you recall your deposition when you were
10 asked a certain number of questions regarding the
11 manner in which PHH verified that the information
12 provided to it by the prior servicer Ocwen was
13 accurate? Do you recall that question, that series of
14 questions?

15 A. I do, yes.

16 Q. Okay. You were asked what documents, on page
17 -- excuse me, page 19 of the deposition -- what
18 documents did you review to verify that the documents
19 provided to Ocwen by American Home Mortgage Servicing,
20 Inc., were accurate, and you answered nothing; is that
21 correct?

22 MR. BODURTHA: Objection, your Honor, on
23 relevancy grounds. The deposition transcript is not
24 relevant here. It can only be used to impeach prior
25 inconsistent statements and credibility.

1 MR. ENNIS: Your Honor, he testified that they
2 had a procedure to determine the accuracy.

3 THE COURT: Right. But Mr. Bodurtha's point is
4 it's not proper forum to just read a deposition to a
5 witness unless you're impeaching him. So just ask him
6 the question and if his answer is inconsistent with the
7 deposition, then you can use the deposition to impeach.

8 Q. Does PHH have a procedure whereby it verifies the
9 accuracy of documents provided to it by a prior
10 servicer?

11 A. There is a procedure.

12 Q. Okay. And do you recall your testimony in the
13 deposition on April 7, 2022, on pages 19 and 20, in
14 which I asked you, "Does PHH have a protocol to
15 determine -- let me strike that. Does PHH currently
16 have a protocol to confirm and verify the accuracy of
17 all prior servicer documents when it loads the
18 documents on its electronic system of record?" And you
19 answered, "Not to my knowledge."

20 Was that your testimony at that time?

21 A. If that's what I'm stating in the deposition,
22 that's correct.

23 Q. Now, are you aware of any people who verified the
24 accuracy of prior records when PHH boarded this loan on
25 its electronic system of record?

1 A. I don't know the specific people. I have an idea
2 on the business units that were involved but not the
3 specific staff member names.

4 Q. And what was the business unit that did that
5 boarding of the loan?

6 A. The loan boarding is handled primarily by the STM
7 team, the servicing transaction management team.

8 Q. Where are they currently located, to your
9 knowledge?

10 A. They are offshore, and they had an office in New
11 Jersey. I'm not sure if they still maintain a facility
12 there or not.

13 Q. So for the most part, people who do verification
14 are people in India; isn't that correct?

15 A. I believe that's correct.

16 Q. Okay. And you didn't review any documents that
17 indicated whether or not those people in India in
18 reviewing the records of prior servicers made any
19 determination as to whether or not those documents were
20 accurate; isn't that correct?

21 A. I did not reach out and make a determination,
22 correct.

23 Q. Is it fair to say that you have no idea when the
24 SharePoint database was created?

25 A. I'm not aware.

1 Q. Is it fair to say that you don't know who imaged
2 any of the documents that were put into the SharePoint
3 database regarding your testimony previously?

4 A. I do not know.

5 Q. And is it fair to say you don't know when any of
6 this information or images were put into that system;
7 isn't that correct?

8 MR. BODURTHA: Objection; it's vague and
9 conclusory.

10 THE COURT: Overruled.

11 THE WITNESS: I do not know.

12 Q. So when we were looking through Exhibits G, H, I,
13 J, K, L and M which you reviewed, which you indicated
14 were in the so-called SharePoint database, you don't
15 know when any of those documents were imaged into that
16 system; isn't that correct?

17 A. I do not know.

18 Q. You don't know who did them, right, who imaged
19 them?

20 A. I think we've established that I don't know.

21 Q. Now, PHH took over from the Ocwen REAL Servicing
22 system; is that correct?

23 A. The loans were transferred from one platform to
24 the MSP platform, yes.

25 Q. Is it fair to say at the current time there are

1 no -- Ocwen -- excuse me, PHH has no access whatsoever
2 to the Ocwen REAL Servicing records; is that correct?

3 A. Currently, no, but at the time of the transfer,
4 yes.

5 Q. And isn't it fair to say that generally
6 speaking -- let me get back into that. Those records
7 are currently maintained by a company called
8 AltaSource; isn't that correct?

9 A. What records are you referring to?

10 Q. The so-called REAL Servicing records of servicing
11 of this loan are maintained by a company called
12 AltaSource; isn't that correct?

13 MR. BODURTHA: Objection; relevancy.

14 THE COURT: Overruled.

15 THE WITNESS: At the time the servicing platform
16 was active, yes.

17 Q. So that platform's no longer active, correct?

18 A. Correct.

19 Q. And you were not able to go into that platform to
20 review anything about this loan; isn't that correct?

21 A. Correct.

22 Q. Now, is it fair to say that you have no records
23 from the MSP program that was utilized by American Home
24 Mortgage Servicing/Homeward Residential when Ocwen took
25 over servicing at that time; isn't that correct?

1 MR. BODURTHA: Objection; foundation.

2 THE COURT: Yes, I'll sustain that.

3 MR. ENNIS: Okay.

4 Q. Is it fair to say that Homeward Residential/AHMSI
5 utilized MSP; is that correct?

6 A. Yes.

7 Q. And when the loan switched over to Ocwen, there
8 had to be verification of the accuracy of those
9 documents; isn't that correct?

10 A. Which documents are you referring to?

11 Q. Of the MSP documents; isn't that correct?

12 A. The data was verified. I don't know which
13 specific records you're asking be verified, but the
14 data boarding, the loan amounts, things like that.

15 Q. How do you know that this particular loan
16 information was verified when this particular loan was
17 boarded on the Ocwen system?

18 A. Well, I've learned that there's a process that
19 involves verification. It's done by the investor
20 reporting group, a reconciliation specialist, who will
21 look at the documents, they look at the collateral
22 documents such as the note and mortgage or any
23 modification documents that may have changed the terms,
24 and they look at the information provided regarding the
25 ending balance on their system; make sure it matches

1 the beginning balance on our system. I said ours.
2 Ocwen Loan Servicing.

3 And the timeline for coordinators will verify if
4 the loan is in default or foreclosure, the default date
5 and that a notice of intent or breach letter had been
6 sent and verify the names of the attorneys that are
7 handling the litigation and/or bankruptcy.

8 Q. Well, once again, in regard to this particular
9 loan, how do you know what was done when the loan
10 switched from Homeward Residential to Ocwen?

11 A. Based on the procedures I just described.

12 Q. So you're making an assumption; isn't that
13 correct?

14 MR. BODURTHA: Objection.

15 THE COURT: Overruled.

16 THE WITNESS: I'm making a general statement
17 based on policies, procedures.

18 Q. But you don't know that was done in this
19 particular case of your own knowledge; isn't that
20 correct?

21 A. Correct.

22 Q. Thank you. And likewise, Option One was a loan
23 servicer at one time; isn't that correct?

24 A. Yes.

25 Q. Is it fair to say they were the loan servicer up

1 until April of 2008; isn't that correct?

2 A. Yes.

3 Q. And you don't know what the manner in which
4 Homeward Residential verified the accuracy of the
5 Option One records, isn't that correct, regarding this
6 loan?

7 A. I don't have any firsthand knowledge.

8 Q. And you're aware of no sales agreements -- no
9 sales by Option One of this mortgage to anyone; isn't
10 that correct?

11 A. I'm not aware. I haven't seen a document.

12 Q. And you're aware of no sales agreement with any
13 loan schedules from Option One to any entity; isn't
14 that correct?

15 A. Correct.

16 MR. ENNIS: Bear with me, your Honor.

17 Q. Now, directing your attention to what you claim
18 was the loan schedule in that 9771 number on the
19 exhibit I think K. Ask you to go to heading "BY" where
20 it says "Buyer ID."

21 A. Bear with me. I'm scrolling. I have it.

22 Q. And it says "Option One 2003-2." Do you know what
23 that means?

24 A. That appears to indicate the loan was placed into
25 the trust that was identified with that number 2003-2.

1 Q. So that's a different trust than this current
2 trust; isn't that correct?

3 A. Yes.

4 Q. And that is not the plaintiff in this case; isn't
5 that correct?

6 A. Correct.

7 Q. And the next column says "BZ." It says "TT67."

8 Do you know what that means?

9 A. No.

10 Q. Now, you would agree and you're familiar, to some
11 extent, with securitization by virtue of you being a
12 witness in a large number of cases; isn't that correct?

13 A. Yes.

14 Q. And are you aware in the securitization what the
15 seller is defined as?

16 A. Traditionally, it's the person that sold the loan
17 to the trust or the entity.

18 Q. Sold to the depositor, correct?

19 A. Could be sold to the depositor, yes.

20 Q. As a matter of fact, in this page -- in the trust
21 agreement, there are definitions; isn't that correct?

22 A. Sure.

23 Q. And the trust agreement on page 49 on the bottom
24 identifies --

25 A. Do I need to pull this up?

1 Q. To make it easier for you, yes.

2 A. What page?

3 Q. 49.

4 A. Exhibit I?

5 Q. Exhibit II. You see that page 49?

6 A. I have it.

7 Q. And it defines seller as Lehman Brothers Holding,
8 Inc., or any successor in interest, doesn't it?

9 A. It does.

10 Q. But the so-called loan schedule states that Lehman
11 Brothers Bank was the seller; isn't that correct?

12 A. Yes.

13 Q. Now, this trust agreement has a term in it called
14 a closing date. Do you know what a closing date is?

15 A. It's the date of the closing of the trust.

16 Q. Okay. And the closing of the trust is the date
17 that the loans are transferred from the depositor to
18 the trust; isn't that correct?

19 A. To my knowledge, yes.

20 Q. And in this case, the so-called trust agreement
21 was dated October 1st; isn't that correct?

22 A. Yes.

23 Q. So as a result, it anticipated that on October
24 31st certain loans would be transferred from the
25 depositor to the trust in return for certificates that

1 were given; isn't that correct?

2 A. I believe that's an accurate statement.

3 Q. Okay. So is it fair to say as of October 1st,
4 2003, no loans were transferred by this document, the
5 so-called trust agreement?

6 A. I'm sorry. Could you repeat that question.

7 MR. ENNIS: Could you repeat the question for
8 him, please.

9 (Record read)

10 THE WITNESS: I'm not sure I understand the
11 question.

12 Q. Is it fair to say that the trust agreement did not
13 transfer any loans on October 1st, 2003?

14 A. I don't think that's accurate. I think the
15 closing -- the trust agreement stipulates that they
16 have to be there in certain forms by the date.

17 Q. Not on October 1st, correct?

18 A. No, that's the date of the trust and they give you
19 a closing date of October 30th, somewhere in that
20 range.

21 Q. Okay. And once again, you don't know where
22 that -- what that standalone so-called loan schedule
23 was attached to, do you?

24 A. I do not.

25 MR. ENNIS: Just a few more moments, your Honor.

1 (Brief pause)

2 MR. ENNIS: No further questions.

3 THE COURT: All right. Thank you.

4 Mr. Bodurtha, do you have any redirect?

5 MR. BODURTHA: No, your Honor.

6 THE COURT: No? Okay. Let me just follow up on
7 one thing that I am curious about.

8 So did you say that this loan was placed into a
9 different trust 2003-2?

10 THE WITNESS: Yes, your Honor.

11 THE COURT: And what's that all about?

12 THE WITNESS: Going back to the exhibit, the
13 mortgage loan schedule with the 12,600 some-odd loans
14 on it.

15 THE COURT: Yes.

16 THE WITNESS: Under column "BY" where it
17 identified that particular trust, going to the top of
18 that column, you'll see a series of different trusts.
19 It says "Buyer ID, People's Choice 2003-C." Then it
20 goes down to AIMS, Aquifers, Fieldstone, et cetera, et
21 cetera. LINE Financial. There's a series of all these
22 different trusts.

23 What this document tells me is that these other
24 trusts were collapsed into the subject trust. So those
25 were the owners at the time under that buyer ID of the

1 loans that were subsequently collapsed and placed into
2 this trust. So this loan originally was in a different
3 trust and that's what that signifies.

4 THE COURT: Okay. So that was a predecessor
5 trust that was collapsed into the present trust.

6 THE WITNESS: Correct.

7 THE COURT: All right. I think that completes
8 your testimony so unless there's anything further, we
9 can let the witness go, I think.

10 MR. BODURTHA: Thank you, your Honor. No
11 further questions.

12 MR. ENNIS: Thank you.

13 THE COURT: All right. Thank you very much.

14 THE WITNESS: Thank you, your Honor. Thank you,
15 gentlemen, and ladies.

16 THE COURT: All right. Okay. Mr. Bodurtha,
17 does the plaintiff rest?

18 MR. BODURTHA: Yes, your Honor, the plaintiff
19 rests.

20 THE COURT: All right. Now, Mr. Ennis, what's
21 your --

22 MR. ENNIS: Your Honor, we'd like to make a
23 motion to dismiss in judgment for the defendant because
24 the testimony of this witness was that there was no
25 proof, documentation in any way, shape or form, from

1 Option One. He surmised that it not only went into
2 another trust, but there's no documents from them. He
3 also was unable to verify the original of any documents
4 in this case because he just doesn't know where they
5 are.

6 THE COURT: All right. Well, you can argue that
7 in your posttrial briefing. My question was really
8 directed to whether you have any evidence.

9 MR. ENNIS: I was going -- your Honor, in view
10 of his testimony that the indorsement occurred on the
11 16th of July, I was going to bring my client back to
12 testify what time he closed that day and that the note
13 was at the attorney's office and he closed at around 4
14 or 5 o'clock in the afternoon. And that would be my
15 basis of his testimony. I was debating subpoenaing
16 Wells Fargo, but in view of the fact of the lack of
17 proof, I'm not going to.

18 THE COURT: Okay. You're not calling anyone
19 from Wells Fargo. And you were thinking of calling
20 your client back to establish the time of day?

21 MR. ENNIS: Well, that the loan -- we're taking
22 the position that their testimony is that the
23 indorsement occurred on July 16th. As I said before,
24 if that's the case, there's no transfer of the note.
25 It wasn't affixed to the note at the time a signature

1 was affixed to the allonge. We sought to get this
2 through the discovery, but there was very little
3 response as to when everything was put together.
4 That's why we were thinking about Wells Fargo. But in
5 view of the fact of this testimony, we're not going to
6 present that testimony.

7 The only thing left is to bring my client in
8 briefly to testify that he had a closing late in the
9 day and that there was no allonge affixed to the note
10 at that time.

11 THE COURT: Well, is this something that needs
12 testimony or could that be just -- do you disagree with
13 that?

14 MR. BODURTHA: I have no idea how the
15 plaintiff -- the borrower is going to testify as to
16 when he signed the note. I also don't think it's
17 relevant at all.

18 And in addition, nobody has testified or
19 produced evidence that the allonge was signed on
20 January 13th or whatever the origination date. All we
21 did was direct the defendant to the documents for all
22 relevant dates. Mr. Ennis has turned this into, well,
23 that's what you must have meant, but that's not what we
24 did in discovery or in testimony. So having Mr.
25 Shakoori come back and give testimony about when he

1 thought the closing was is entirely irrelevant.

2 Mr. Ennis doesn't have any other witnesses and
3 this case, as far as we're concerned, is done. It
4 should go to your Honor's chambers for a decision.

5 MR. ENNIS: We are also, your Honor, going to go
6 through the documents that they presented that they did
7 not submit here in their exhibits that they claimed
8 were part of their bailment agreements that they
9 declined to present.

10 MR. BODURTHA: That's not true, your Honor. We
11 did not decline to present documents. We submitted all
12 exhibits to the defendant. We did it in a timely
13 fashion. And there shouldn't be an opportunity for Mr.
14 Ennis just to kick this can down the road. If he's got
15 something and he wants testimony and he wants a
16 witness, then now is his chance. But it doesn't sound
17 like he has anything to go on.

18 MR. ENNIS: Your Honor, in the so-called second
19 supplemental exhibits that just came in last week, the
20 so-called --

21 THE COURT: The question is whether you have any
22 witnesses. I'm not sure what you're getting at here.
23 If what you're saying is that Mr. Bodurtha didn't put
24 in all of the exhibits that he had for identification,
25 well, that happens all the time. You could have

1 introduced those exhibits if you wanted to.

2 MR. ENNIS: We'd like to present those now, your
3 Honor.

4 THE COURT: Well, you need a witness to present
5 it through. You should have done that when you had a
6 witness. Unless Mr. Bodurtha wants to stipulate to
7 those exhibits, then --

8 MR. BODURTHA: No, your Honor. Those were just
9 for identification and for background purposes. We
10 actually did not ask the Court to admit those
11 documents.

12 THE COURT: All right. So I don't see any basis
13 for that.

14 Now, as far as putting Mr. Shakoori back on, it
15 sounds like this is just further to the issue of what I
16 think is your argument that the allonge was not affixed
17 to the note at the time of its execution. I think
18 that's your basic argument, right?

19 MR. ENNIS: Yes.

20 THE COURT: Okay. So I don't think Mr. Bodurtha
21 is hotly disputing the question of whether the allonge
22 was actually affixed or not to the note.

23 Do I have that right?

24 MR. BODURTHA: Our position is the allonge has
25 been permanently affixed to the note.

1 THE COURT: You mean, at the time of the
2 execution.

3 MR. BODURTHA: This is Mr. Ennis's case. I
4 don't have any information one way or the other as to
5 when the allonge was affixed. The evidence that we
6 presented to the Court shows that it's affixed now.
7 That's what we've attempted to demonstrate here.

8 I think Mr. Ennis is trying to create a legal
9 theory that requires the holder of a promissory note
10 that's been indorsed to tell you when it was indorsed,
11 but that's not required.

12 MR. ENNIS: It's dated July 16th, as the witness
13 testified, your Honor.

14 THE COURT: Well, listen, this is -- unless you
15 have Mr. Shakoori here now and you can put him on the
16 stand, I would let you do that, but I don't see him in
17 the courtroom.

18 MR. ENNIS: No. We'll defer on that then, your
19 Honor. That's not a major issue in view of the fact he
20 already did testify when the closing was.

21 THE COURT: All right. So it seems to me that
22 the evidence is closed if there's no further witnesses.
23 Then the question is simply a matter of scheduling,
24 filing additional briefs. So we can go off the record
25 while we talk about this.

(Off-the-record discussion)

(Time noted; 2:25 p.m.)

1 I, Lisa Schwam, CRR-RPR-RMR, do hereby
2 certify that the foregoing transcript is a correct
3 transcript prepared to the best of my skill, knowledge
4 and ability of the proceedings in the above-entitled
5 matter.

6
7 /S/ Lisa Schwam

8 Lisa Schwam, CRR-RPR-RMR
9 Federal Official Reporter

Date:
May 2, 2022

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